

## FULL SERVICE VENDING AGREEMENT

This sets forth the agreement (the “**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 7995 Armour Street, San Diego, CA 92111 (“**Pepsi**”) and Grossmont-Cuyamaca Community College District, having its principal place of business at 8800 Grossmont College Drive, El Cajon, CA 92020 (“**Customer**”) relating to the vending of beverage products in, around, or on the entire premises of every school and facility owned, leased, occupied or operated by the Customer during the Term, including the grounds, parking lots, snack bars, food carts, and vending areas (“**Locations**”). Pepsi shall have the right to place beverage vending machines in all areas of the College District, as mutually agreed to by the Customer, other than (1) areas managed by Sodexo, (2) areas managed by Barnes & Noble and (3) areas operated by athletics department.

1. **Term.** The term of this Agreement will be for a period of five (5) years, commencing on July 1, 2016 and expiring on June 30, 2021 (the “**Term**”). 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.

2. **Exclusive Vending Rights.** During the Term of this Agreement, Customer agrees to permit only those carbonated and non-carbonated, non-alcoholic drinks, including but not limited to, colas and other flavored carbonated drinks, fruit juice, fruit juice containing and fruit flavored drinks, chilled coffee drinks, chilled tea products, hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements), energy drinks, packaged carbonated or still water (including spring, mineral or purified), and any future categories of nonalcoholic beverage products that may be distributed by Pepsi (the “**Products**”) to be sold or otherwise served at the Locations. Customer and Pepsi will meet at commencement of the Agreement and then from time to time during the Term to mutually select the Products sold from the Vending Equipment. Initial selection of Product will include the variety of 20 oz. Products set forth on the Exhibit B. Customer and Pepsi will mutually determine additional Product types that will be sold through Vending Machines placed at the Locations. The Products shall be offered for resale only through Pepsi identified Vending Equipment (as defined herein). Customer represents and warrants, and undertakes to ensure, that the Products shall be the exclusive beverage products advertised, promoted, identified, offered for sale or otherwise made available at the Locations during the Term.

3. **Placement and Operation of Vending Equipment.** Customer and Pepsi will mutually determine the placement of all Vending Equipment. Customer will work with Pepsi to identify new Locations for any Vending Equipment that sells less than eight (8) cases of Product per week. The Vending Equipment, and all monies and Products located in the Vending Equipment, shall at all times remain the sole property of Pepsi or one of its affiliates. Pepsi acknowledges and agrees that Pepsi will comply with Customer’s policies and procedures in connection with delivery and stocking of Product and other services provided by Pepsi under this Agreement.

4. **Annual Sponsorship Fee.** In consideration of the exclusive rights granted in this Agreement and provided the Customer is not in breach of this Agreement, Pepsi shall provide to the Customer an annual sponsorship fee (“**Annual Sponsorship Fee**”), payable annually pursuant to the following:

Year	Applicable Time Period	Amount*	Due Date: within 60 days after:
1	July 1, 2016 – June 30, 2017	\$10,000	Execution of Agreement by parties
2	July 1, 2017 – June 30, 2018	\$10,000	July 1, 2017
3	July 1, 2018 – June 30, 2019	\$10,000	July 1, 2018
4	July 1, 2019 – June 30, 2020	\$10,000	July 1, 2019
5	July 1, 2020 – June 30, 2021	\$10,000	July 1, 2020

\* The Customer acknowledges and agrees that each Annual Sponsorship Fee is based on a minimum number of 24-pk equivalent cases of Products sold by Pepsi through the Vending Machines placed at the Locations. The minimum number of 24-pk equivalent cases per Year is 4,400 (“**Annual Cases Threshold**”). Therefore, if during any Year the number of 24-pk equivalent cases falls below the Annual Cases Threshold, then the Annual Sponsorship Fee payable for the next Year will be reduced by a percentage equal to the percentage decrease between the Annual Cases Threshold and the actual number of 24-pk equivalent cases sold through Pepsi’s Vending Equipment during such Year. *For example, if in Year Two the number of 24-pk equivalent cases is 4,000 cases, the Annual Sponsorship Fee for Year Three will be \$9,091. Any shortfall in the final Year of Term will be offset against Commissions payable for such Year.*

The Annual Sponsorship Fee is earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to the Customer’s failure to cure a breach hereof, the unearned Annual Sponsorship Fees will be repaid to Pepsi pursuant to the terms of Section 8(D) herein.

5. **Commissions.** In consideration of the rights granted by Customer hereunder, Pepsi agrees to pay to Customer a commission, as a percentage of the actual cash (“**cash in bag**” or “**CIB**”) collected by Pepsi from the Vending Equipment placed at the Locations, less any applicable fees or deposits (“**Commissions**”). Such Commissions shall be at the rate set forth below (the “**Commission Rate**”) and shall be calculated as follows:

$$(CIB * Commission Rate) - applicable CRV = Commission due$$

Product	Minimum Vend Price	Commission Rate*
See Product List on Exhibit B	See Minimum Vend Prices on Exhibit B	36%

\*Commission Rate stated above shall only apply to Products sold by Pepsi through its Vending Machines at the beginning of the Term. If Pepsi proposes any new products to the Customer during the Term and the Customer agrees to sell such new Products, then Pepsi shall have the right to apply a different Commission Rate and/or Minimum Vend Price for such new product after consultation and agreement with Customer.

(a) **Commission Payment.** Commissions shall be remitted by Pepsi to the Customer within 30 days of the end of each 4-week accounting period established by Pepsi. Pepsi shall make all pertinent revenue and sales records respecting the Vending Equipment available to Customer. Customer agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by Customer in writing within one year of the date such Commissions payment is due.

(b) **Change to Commission Formula.** Customer agrees that Pepsi shall have the right to change its formula/method for calculating Commissions at any time in its reasonable

discretion provided that any such formula adjustments shall not result in a material change to the Commissions due with respect to the same sales of Products.

(c) **Vend Price.** The minimum vend price necessary for Customer to qualify for any Commissions is set forth on Exhibit B. Each such vend price is subject to a \$0.25 increase in Year Three.

6. **Maintenance and Repair.** Customer shall not itself, and shall not permit any other party to, repair, service, maintain, replace, relocate, move, remove, stock or access any Vending Equipment. Pepsi and Customer will mutually determine the need to move or remove any Vending Equipment from the Locations. Pepsi shall use its commercially reasonable efforts to keep the Vending Equipment in good working order and condition at all times during the Term. Pepsi shall have the exclusive right to repair, replace and refurbish, any specific malfunctioning Vending Equipment with same type of machine and Product, at its sole discretion. Pepsi will have the exclusive right to move or remove Vending Equipment if mutually agreed to by the Customer, or at its sole discretion, if a piece of Vending Equipment is not generating an appropriate volume of net sales, as specified in Paragraph 3. Notwithstanding the foregoing, Customer agrees to use its best efforts to keep the Vending Equipment in clean and sanitary condition, wholly free of all advertising and other materials, at all times. In addition, Customer agrees to promptly notify Pepsi of any need for repair or service, of any consumer complaints respecting the Vending Equipment, and of any need or request for consumer refunds. Customer further agrees to fully cooperate with Pepsi in effecting any necessary repairs or service, or in addressing any consumer complaints received.

7. **Risk of Loss; Vandalism.** Except as is reasonably attributable to the acts or omissions of Customer's personnel or other contractors, Pepsi shall bear the risk of loss to the Vending Equipment and any Products or monies contained therein from theft or vandalism while the Vending Equipment placed at the Locations; provided, however, that in the event of repeated or significant theft, vandalism, destruction or loss, without limitation, Pepsi shall specifically have the right to remove or move any piece of Vending Equipment, if mutually agreed to by the Customer, any such required agreement not to be unreasonably withheld.

8. **Breach of Contract and Termination.**

(A) **Customer's Termination Rights.** Without prejudice to any other remedy available to Customer at law or in equity in respect of any event described below, this Agreement may be terminated by Customer at any time effective thirty (30) days following written notice to Pepsi from Customer if (i) Pepsi fails to make any payment due hereunder, and such default shall continue for thirty (30) days after written notice of such default is received by Pepsi; or (ii) Pepsi breaches or fails to perform any other material term, covenant or condition of this Agreement or any representation or warranty shall prove to have been false or misleading in any material respect and Pepsi fails to cure such breach within forty-five (45) days after written notice of default is delivered to Pepsi. If such cure cannot reasonably be accomplished within such forty-five (45) day period, this provision shall not apply where Pepsi shall have, in good faith, commenced such cure and thereafter shall diligently proceed to completion; provided, however, that such cure is completed to the reasonable satisfaction of Customer within ninety (90) days from the date of Pepsi's receipt of such written notice of default.

(B) **Pepsi's Termination Rights.** 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 at any time, effective thirty (30) days following written notice to the Customer if (i) any of the rights granted to Pepsi herein are materially restricted or limited during the Term of this Agreement; (ii) a

final judicial opinion or governmental regulation prohibits, or materially impacts or impairs (*e.g.*, beverage tax or size restriction) the availability or cost of Beverages, whether or not due to a cause beyond the reasonable control of the Customer; or (iii) Customer breaches any or fails to perform any other material term, covenant or condition of this Agreement or any representation or warranty shall prove to have been false or misleading in any material respect. In connection with the foregoing, Pepsi shall give Customer notice of the event and where applicable (for events within Customer's control), shall provide Customer forty-five (45) days to cure such breach. If the identified breach/event is not remedied with the applicable notice period, then Pepsi may terminate this Agreement and recover from the Customer a reimbursement in accordance with Section D below (Sponsorship Fees in the Event of Termination). In addition to the termination rights set forth herein, in the event of any of the occurrences outlined in subsections (i) – (ii) above, Pepsi shall have the right, at its discretion and in lieu of termination, to mandate that the Customer meet and engage in good faith negotiations aimed at modifying the Agreement to reduce Pepsi's ongoing support of the Customer by an amount that is equitable in light of the diminution of right to Pepsi (*e.g.*, equivalent to the percentage volume decline at the Locations). If such negotiations fail, then Pepsi shall have the right to terminate the Agreement upon thirty (30) days' notice.

(C) Additional Termination Rights Available to Pepsi and Customer. Without prejudice to any other right or remedy available to either party at law or in equity of any event described below, this Agreement may be terminated by either party if the other party, or any parent of such other party, shall: (i) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter) it is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this Agreement; or (ii) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within 60 days thereafter); or (iii) admit in writing its inability to pay its debts as such debts become due.

(D) Sponsorship Fees in the Event of Termination. If Pepsi terminates this Agreement pursuant to Section 8 or Customer terminates this Agreement without cause, then Customer shall pay to Pepsi all funding paid by Pepsi to the Customer which remains unearned as of the time of termination. With regard to the Annual Sponsorship Fee, the amount of such reimbursement shall be determined by multiplying Annual Sponsorship Fee by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is twelve (12).

9. Rights Upon Termination. Upon termination of this Agreement by either party, Customer shall permit Pepsi reasonable access to the Locations, free from any claims of trespass, for purposes of removing the Vending Machines and any other Pepsi property at the Locations within thirty (30) days from termination of this Agreement. Until such time as all such Vending Machines and property is removed, Customer's obligations with respect to care of the Vending Machines shall continue as set forth herein. Pepsi shall use its best efforts to leave each equipment site in the condition in which it existed prior to placement of the Vending Machines, excepting reasonable wear and tear and any damage which may have occurred which was beyond Pepsi's reasonable control and/or anticipation.

10. Representations and Warranties. Each of the parties to this Agreement represent and warrant that it has the full right, power and authority to enter into, and perform its obligations under, this Agreement and that the terms and conditions of this Agreement shall not violate, interfere with or infringe upon the rights of any third parties pursuant to written agreement or otherwise. Each party further represents

that it has obtained all of the necessary approvals and has complied with all laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

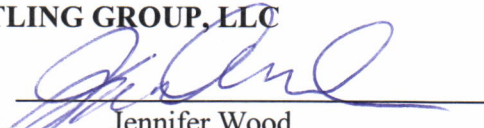
11. **Confidentiality**. Except as may otherwise be required by law or legal process, neither party hereto shall disclose to any third party the terms and conditions of this Agreement or any information respecting sales or revenue of the Vending Equipment, during the Term or thereafter. This obligation shall survive termination of this Agreement.

12. **Assignment/Successors in Interest**. To the extent permitted by law, this Agreement shall be binding upon and inure to the benefit of Pepsi and the Customer and its respective successors and permitted assigns. Neither party may subcontract or assign its rights or obligations under this Agreement to any other entity or person without the express written consent of the other party, which consent may be withheld at its sole discretion. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

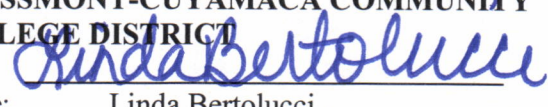
13. **Entire Agreement; Modification; Waiver**. This Agreement contains the entire understanding and agreement between the parties hereto regarding the placement of Vending Equipment on the Locations and supersedes all other agreements between the parties respecting such. The provisions of this Agreement may only be amended, modified or waived by written statement, signed by each of the parties.

**ACCEPTED AND AGREED:**

**BOTTLING GROUP, LLC**

By:   
Name: Jennifer Wood  
Title: Key Account Manager  
Date: 6-29-2016

**GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT**

By:   
Name: Linda Bertolucci  
Title: Director, Purchasing and Contracts  
Date: 6-28-16

### Exhibit A Locations

<b>Grossmont College</b>			
Location	Current	Proposed	Line-up
Bldg 25	12oz Cans	72" Pepsi HVV CSD STD	Pepsi x2, Diet Pepsi, Mtn Dew x2, ORG, Peach Tea, Gatorade FP, Aquafina x2
Bldg 26 Breezway	CSD / WTR / Energy	72" Pepsi HVV CSD STD	Pepsi x2, Diet Pepsi, Mtn Dew x2, ORG, Peach Tea, Gatorade FP, Aquafina x2
Bldg 26 South	CSD / WTR / Energy	72" Aquafina GFV	Carla to provide line-up
Bldg 31 - across from RM372	WTR / Energy	72" Pepsi HVV CSD STD	Pepsi x2, Diet Pepsi, Mtn Dew x2, ORG, Peach Tea, Gatorade FP, Aquafina x2
Bldg 31 - across from RM372	12oz Cans	72" Mtn Dew HVV	Carla to provide with an ALL Mtn Dew and Kickstart line-up
Bldg 34 - DS nxt to RR	Water	72" Pepsi HVV	Carla to provide line-up
Bldg 34 - DS nxt to RR	CSD	72" Aquafina GFV	Carla to provide line-up
Bldg 36 - Front side	CSD / WTR / Energy	72" Pepsi HVV CSD STD	Pepsi x2, Diet Pepsi, Mtn Dew x2, ORG, Peach Tea, Gatorade FP, Aquafina x2
Bldg 36 - Back side	CSD / WTR / Energy	72" Pepsi HVV CSD STD	Pepsi x2, Diet Pepsi, Mtn Dew x2, ORG, Peach Tea, Gatorade FP, Aquafina x2
Bldg 41	Powerade	72" Gatorade HVV with AQ	Carla to provide line-up
Bldg 42	Powerade	72" Gatorade HVV with AQ	Carla to provide line-up
Bldg 51 - Vend Alcove	CSD / WTR / Energy	72" Pepsi HVV CSD STD	Pepsi x2, Diet Pepsi, Mtn Dew x2, ORG, Peach Tea, Gatorade FP, Aquafina x2
Bldg 52	CSD / WTR / Energy	72" Pepsi HVV CSD STD	Pepsi x2, Diet Pepsi, Mtn Dew x2, ORG, Peach Tea, Gatorade FP, Aquafina x2
Bldg 53	CSD / WTR / Energy	72" Pepsi HVV CSD STD	Pepsi x2, Diet Pepsi, Mtn Dew x2, ORG, Peach Tea, Gatorade FP, Aquafina x2
Bldg 54	CSD / WTR / Energy	72" G2G GFV	G2G Line-up
Bldg 54	CSD / WTR / Energy	72" Pepsi HVV CSD	Pepsi x2, Diet Pepsi, Mtn Dew x2, ORG, Peach Tea, Gatorade FP, Aquafina x2
Bldg 55 in Kiosk	CSD / WTR / Energy	72" Pepsi HVV CSD	Pepsi x2, Diet Pepsi, Mtn Dew x2, ORG, Peach Tea, Gatorade FP, Aquafina x2
Bldg 55 in Kiosk	Powerade	72" G2G HVV	G2G Line-up
Bldg 80 - Purchasing	Slim HVV	72" Slim GFV	Carla to provide line-up
Bldg 86 - District	Slim HVV	72" Slim GFV	Carla to provide line-up

<b>Cuyamaca College</b>			
Location	Current	Proposed	Line-up
Bldg A - Admin	CSD / WTR / Energy	72" Pepsi HVV CSD	Pepsi x2, Diet Pepsi, Mtn Dew x2, ORG, Peach Tea, Gatorade FP, Aquafina x2
Bldg A - Admin (Chg to Nxt to SNK)	Water	72" G2G GFV	G2G Line-up (Request to relocate under eve with SNK machine)
Bldg D - Gym	CSD	72" Pepsi HVV CSD STD	Pepsi x2, Diet Pepsi, Mtn Dew x2, ORG, Peach Tea, Gatorade FP, Aquafina x2
Bldg D - Gym	Water	72" G2G GFV	G2G Line-up
Bldg D - Gym	Powerade	72" Gatorade HVV	Carla to provide line-up
Bldg F - Vending Bank Alcove	Water	72" Aquafina HVV with Gatorade	Carla to provide line-up
Bldg F - Vending Bank Alcove	12oz Cans	72" Pepsi HVV CSD only	Carla to provide line-up
Bldg F - Vending Bank Alcove	CSD / Energy	72" G2G HVV	G2G Line-up
Bldg F&G - B/W	CSD / Energy	72" Pepsi HVV CSD STD	Pepsi x2, Diet Pepsi, Mtn Dew x2, ORG, Peach Tea, Gatorade FP, Aquafina x2
Bldg F&G - B/W	Water	72" Aquafina GFV	Change this recommendation to a Aquafina GFV with a standard set
Bldg M - behind Nursery	CSD / WTR / Energy	72" Pepsi HVV CSD	Pepsi x2, Diet Pepsi, Mtn Dew x2, ORG, Peach Tea, Gatorade FP, Aquafina x2

**Exhibit B  
Vended Products and Initial Vend Prices**

PACKAGE SIZE	GROUP HEADINGS	MECH RATE
		GCCCD
13.7oz Glass	Frappuccino Coffee	\$ 3.25
	Frappuccino Mocha	\$ 3.25
	Frappuccino Vanilla	\$ 3.25
14 oz Bottle	Muscle Mik Chocolate	\$ 3.50
	Muscle Mik Vanilla Creme	\$ 3.50
15.2oz Bottle	Ocean Spray Apple	\$ 1.75
	Ocean Spray CranCktl	\$ 1.75
	Ocean Spray Orange	\$ 1.75
20oz Bottle	Aquafina	\$ 1.75
	Crush Orange	\$ 1.75
	Dr Pepper	\$ 1.75
	Dr Pepper Dt	\$ 1.75
	Gatorade Blue Raz	\$ 1.75
	Gatorade Fruit Punch	\$ 1.75
	Gatorade G2 Fruit Punch	\$ 1.75
	Gatorade G2 Grape	\$ 1.75
	Gatorade Glcr Frz	\$ 1.75
	Gatorade Lemon Lime	\$ 1.75
	Gatorade Orange	\$ 1.75
	Gatorade Propel Zro Bry	\$ 1.75
	Gatorade Propel Zro Grape	\$ 1.75
	Gatorade Propel Zro KwStw	\$ 1.75
	Lipton Brisk SWL	\$ 1.75
	Lipton Iced GrnTea w/Ctrs	\$ 1.75
	Lipton Iced Tea Lemon	\$ 1.75
	Lipton Iced Tea Peach	\$ 1.75
	Mt Dew	\$ 1.75
	Mt Dew Dt	\$ 1.75
	Mug	\$ 1.75
Pepsi	\$ 1.75	
Pepsi Dt	\$ 1.75	
Pepsi WildCherry	\$ 1.75	
Pepsi WildCherry Dt	\$ 1.75	
Sierra Mst LL	\$ 1.75	
11oz CAN	Starbucks DS Prtn DKChoc	\$ 3.00
	Starbucks DS Prtn Van Bn	\$ 3.00
	Starbucks RF Raz Pom	\$ 2.00
	Starbucks RF Strw Lmd	\$ 2.00
	<b>Can 12oz/355ml</b>	
15oz CAN	Starbucks DS Enrgy Coffee	\$ 2.75
	Starbucks DS Enrgy Mocha	\$ 2.75
	Starbucks DS Enrgy Vanilla	\$ 2.75
	Starbucks DS Enrgy WtChoc	\$ 2.75
	<b>Can 15oz/444ml</b>	
16oz CAN	Mt Dew Kckstrt Blk Che	\$ 1.75
	Mt Dew Kckstrt Ft Pnch	\$ 1.75
	Mt Dew Kckstrt Lmeade	\$ 1.75
	Mt Dew Kckstrt Org Cit	\$ 1.75
	Rockstar Energy	\$ 2.75
	Rockstar Punched	\$ 2.75
	Rockstar Recovery Org	\$ 2.75
	Rockstar Sugar Free	\$ 2.75
Rockstar Zero Carb	\$ 2.75	
24oz CAN	Lipton Brisk Rasp	\$ 1.75
	Lipton Brisk Straw Mn	\$ 1.75
	Lipton Brisk SWL	\$ 1.75
	<b>Can 24oz/710ml</b>	
6.5oz CAN	Starbucks Dbl Shot	\$ 2.00
	Starbucks Dbl Shot Light	\$ 2.00
12oz CAN	Lipton Brisk SWL	\$ 1.00
	Mt Dew	\$ 1.00
	Mt Dew Dt	\$ 1.00
	Mug	\$ 1.00
	Pepsi	\$ 1.00
	Pepsi Dt	\$ 1.00
	Pepsi WildCherry	\$ 1.00
Sierra Mst	\$ 1.00	