

BEVERAGE SALES AGREEMENT

This sets forth the agreement (“**Agreement**”) between **PepsiCo Beverage Sales, LLC**, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company with an office located at 1881 Bilter Rd, Aurora, IL 60502 (“**Pepsi**”) and **Wheaton Park District**, with its principal place of business at 26W151 Butterfield Rd, Wheaton, IL 60189 on its own behalf, on behalf of its affiliates and wholly-owned subsidiaries, and on behalf of its individual franchisees and licensees, if any (“**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.

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.

“**Equipment**” means equipment loaned by Pepsi to Customer to dispense, store or cool Products (as defined below), as more fully described in Section 4 herein.

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

“**Outlets**” means existing, future and after-acquired (provided not already under a pre-existing beverage agreement with Pepsi) outlets owned, operated, managed, leased or franchised by Customer under the Wheaton Park District trademark[s] as listed in attached Exhibit A (and any related or similar trademarks, including any successor trademarks) including the parking garages or other Customer-owned/controlled/operated surrounding areas located at or within those facilities and shall include any outlet or other facility in Customer’s system that may be opened or acquired by Customer now or in the future, including under different concept and/or trademark during the Term. In the event that new Outlets are added during the Term of this Agreement, the parties will create an updated Exhibit A and attach it hereto.

“**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 B 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 B 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 **March 1, 2023** and the term will expire upon the later of **February 28, 2026** or at such time as Customer’s collective purchases of Products meets or exceeds a volume threshold (the “**Volume Threshold**”) of **10,950 Units** (the “**Term**”). If the Volume Threshold is not met on or before the date indicated above, then the Term will automatically extend for the period of time necessary for the Customer to meet the Volume Threshold (the “**Automatic Extension**”). During the Automatic Extension, Customer will only be entitled to Rebates and Pepsi will not provide any other funding to Customer.

2. Performance

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

(A) **Exclusivity.** Pepsi is the exclusive Beverage supplier to Customer and the Outlets. Customer agrees to 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 Outlets 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. The Outlets and 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.

(B) **Purchase and Resale of Products.** Customer must continuously purchase, and require its Outlets 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 Outlets. Customer agrees to pay all accounts owing to Pepsi in accordance with payment terms as established by Pepsi and its affiliates.

(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) **Advertising Rights.** Pepsi may advertise and promote its Products in and with respect to Customer and its Outlets upon mutually agreed to terms and conditions. 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 Outlets throughout the Term.

(E) **Changes in Outlet(s).** Customer will promptly notify Pepsi, in writing, of each new Outlet 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 so that the parties may promptly update Exhibit A.

(F) **Product Mix; Minimum SKU/Brand Requirement.** Customer and its Outlets must distribute a minimum core assortment of Products, including carbonated soft drinks, water, isotonic, coffees and teas, juices, bar mixers (i.e. Cool Attitudes), energy drinks and other Beverages available from Pepsi at each of the Outlets throughout the Term, as identified by Pepsi, based on Equipment type at the Outlets. If Customer limits the portfolio of Products and/or package sizes offered at the Facilities at any time during the Term, Customer acknowledges that Pepsi will have the right to adjust the funding offered hereunder to Customer on an equitable basis commensurate with any negative impact such portfolio change may have on projected sales under the Agreement.

(G) **Restrictions for Products.** The parties recognize and agree that there are certain territorial restrictions that pertain to the purchase and resale of the Products. To the extent any prospective Outlet(s) 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.

(H) **Best Taste Limit and Product Handling.** Customer understands that the Products 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. 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 (1) Through three (3), Pepsi agrees to provide Customer with annual support funds in the amount of **Fifteen Thousand US Dollars (\$15,000)** not to exceed three (3) consecutive payments (the "**Annual Support Funds**"). The Annual Support Funds will be paid to Customer within ninety (90) days after the commencement of each applicable Year, except that in the event Annual Support Funds are payable for Year One, such payment will be made within ninety (90) days of the later of (i) the first day of the Term or (ii) the signing of this Agreement by both parties. In total, the customer will receive **Forty-Five Thousand US Dollars (\$45,000)** in Annual Support Funds over the term of this agreement.

(B) **Marketing Support.** Each Year during the Term, Pepsi agrees to provide Customer with marketing support, valued at up to **One Thousand Five Hundred US Dollars (\$1,500)** ("**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 sale of the Products at the Outlets, 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.

(C) **Rebates.** Each Year throughout the Term, Pepsi agrees to calculate the total number of eligible Cases and Gallons purchased by each of the applicable Outlets from Pepsi pursuant to this Agreement, and will provide Customer with rebates calculated based on applicable rates set forth below (the "**Rebates**"). The Rebates, as applicable, will be paid by Pepsi within ninety (90) days after the end of each Year. The parties agree that Pepsi will not accrue or pay any Rebates for sales to Outlets that are in breach of the Performance Requirements listed in Section 2 above.

| Rebates Rates | Eligible Products |
|---|---|
| \$2.50 /Gallon | 3 Gallon CSD 5 Gallon CSD |
| \$2.00/Case* | 20oz/24pk CSD 20oz/24pk Gatorade 20oz/24pk Aquafina |
| \$1.00/Case* | 16.9oz/24pk Aquafina 12oz/24pk CSD |
| *24-pk or equivalent (e.g., two (2) 12-pk) | |

4. Equipment and Service

(A) **Equipment.** Pepsi will loan to Customer, at no charge, appropriate Equipment for dispensing the Products at the Outlets (except where local law, rule or regulation prohibits uncompensated placement of Equipment by soft drink vendors, in which case Pepsi will charge the minimum legal rental fee pursuant to a separate agreement with Customer). Where permitted by applicable local law, rule or regulation, the Equipment will be exclusively used to display and merchandise the Products as reasonably determined by Pepsi and 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, however because delays in service may be caused by factors well outside of Pepsi's control, Pepsi's service record will be measured in the aggregate such that an isolated failure is not a material breach of the Agreement.

5. Pricing

Customer will purchase, and will require that any third parties or purchasing representative for the Outlets 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 B, which may be changed by Pepsi from time to time during the Term, provided, however, any price increases will not exceed 5% per Year. Pepsi shall provide thirty (30) days notice of any pricing increase during the Term. Notwithstanding the foregoing, in the event Pepsi experiences extraordinary cost increases and/or changes in market conditions (including without limitation, changes to freight costs, raw material and packaging costs or other unusual cost changes in other cost factors), or experiences changes to applicable laws impacting Pepsi's cost of doing business, such invoice prices are subject to additional increases by Pepsi. 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.

6. 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 Outlets, or if one or more Outlets 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 Outlet(s); and (iii) obtain an equitable reimbursement for the portions of funding and other costs attributable to such sold, closed or breaching Outlet(s). Notwithstanding the foregoing, this paragraph will not apply to seasonal Outlet closures with Pepsi prior written approval, such approval not to be unreasonably withheld.

(B) **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 Outlets will surrender to Pepsi all Equipment provided by Pepsi and will forfeit all funding not paid 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 Outlets for the following:

(i) An amount reflecting reimbursement for all funding previously advanced by Pepsi but not earned by Customer pursuant to the terms of this Agreement. With regard to the Initial Support Funds, if any, the amount of such reimbursement will be the result of multiplying the Initial Support Funds by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is the higher of the total number of months in the Term (e.g., 5 year term is 60 months) or, as applicable, the number of months expected to comprise the Term based on volume trends as of the time of termination and the Volume Threshold (if applicable). With regard to the Annual Support Funds and, if applicable, any other annual funds, the amount of such reimbursement will be the result of multiplying, such funds 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 12 (twelve). With regard to each New Outlet Support Funds, if any, the amount of such reimbursement shall be determined by multiplying the applicable New Outlet Support Funds by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is the number of months the applicable Outlet expected to remain operational in compliance with this Agreement considering the Outlet's opening date and the expiration date of the Agreement; given the volume trends as of the termination and the Volume Threshold (if applicable);

(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 Outlets.

(D) **Right of Offset.** Pepsi reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer or its Outlets 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.

(E) **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.

(F) **Indemnification.** To the extent permitted by law and, to the extent not caused by Customer's gross negligence or willful misconduct, Pepsi shall defend and fully indemnify and hold harmless Customer, its commissioners, officers, employees, agents and volunteers (the Customer and such other persons being hereinafter referred to collectively as the "**Indemnified Parties**") against and from any and all claims, damages or expenses (including attorneys' fees and court costs) sustained or incurred by them or any of them and caused by the acts or omissions of Pepsi or its agents or employees relating directly or indirectly to this Agreement or any of the activities conducted by or on behalf of Pepsi under this Agreement. Without limiting the scope of the foregoing obligations and to the extent permitted by law, to the extent not caused by Customer's gross negligence or willful misconduct, Pepsi expressly agrees to defend and fully indemnify and hold harmless the Indemnified Parties against and from any claim or suit alleging personal injury, property damage, sickness, or disease arising from or relating directly or indirectly to the Equipment or other equipment of Pepsi, or the use thereof, or the consumption or use of the merchandise sold therefrom, or the wrongful or negligent act of Pepsi's agents or employees. In the event of any claim therefor, Pepsi shall give immediate notice thereof to Customer and any and all other affected Indemnified Parties and they shall be entitled, at their option, to participate in the defense of such claim. Pepsi shall fully indemnify and hold harmless the Indemnified Parties against and from any and all claims, damages or expenses (including attorneys' fees and court costs) sustained or incurred by them or any of them and resulting directly or indirectly from Pepsi's breach of any of its obligations under this Agreement. In furtherance and not in limitation of the foregoing defense and indemnification obligations of Pepsi, Pepsi will procure and maintain during the Term the insurance coverages provided in Exhibit C, attached to and incorporated by this reference in this Agreement.

(G) **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 Outlets 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 6(B) herein.

(H) **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.

(I) **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 Outlets, Pepsi may make an adjustment to the consideration provided Section 3 above to offset for such costs.

(J) **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.

(K) **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois without regard to conflict of laws principles.

(L) **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.

(M) **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.

(N) **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.

(O) **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, 700 Anderson Hill Road, Purchase, NY 10577, Attention: PBNA Division General Counselor 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.

(P) **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 Outlet operates and (ii) purchases Products outside Pepsi's exclusive territory where the Outlet operates and resells such Products within Pepsi's exclusive territory.

(Q) **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.


(R) **Representations.** Each of the undersigned parties, represent and warrant to the other that (i) 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), (ii) it is duly authorized and empowered to bind itself to the terms and conditions of this Agreement for the duration of the Term and (iii) it possesses legal authority to enter into and perform the terms and conditions of this Agreement.

(S) **Compliance With Applicable Law.** Pepsi shall comply with, and cause its employees and agents to comply with, all applicable laws, rules and ordinances including, but not limited to: local, state and federal tax laws; state and federal non-discrimination laws applicable to employees, participants, invitees and licensees; workers' compensation laws; state and federal wage and hour laws and any license requirements. Without limiting the generality of the foregoing, Pepsi specifically agrees to comply fully with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 (A) {4} of the Act, and with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans With Disabilities Act, 42 U.S.C. Sections 12101 et seq., and rules and regulations promulgated thereunder to the extent applicable. All of the vending machines shall be usable by persons with disabilities.

(T) **Third Party Claims.** Nothing contained in any provision of this Agreement, or any Addendum thereto, is intended to constitute nor shall constitute a waiver of immunities or defenses available to Customer under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties. Nothing contained in any provision of this Agreement, or any Addendum thereto, is intended to convey a leasehold interest to Pepsi.

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

PepsiCo Beverage Sales, LLC

Signature: 
Print Name: Jordan Fuchs
Title: Foodservice Recreation Executive
Date: March 7, 2023

Wheaton Park District


Signature: 
Print Name: Wheaton Park District
Title: Director
Date: 3/8/2023

Exhibit A
Customer Outlets

Arrowhead Golf Club
COF 9113653
26W151 Butterfield Rd. Wheaton, IL 60187

Wheaton Pk Dist Cosley Zoo
COF 9478845
1356 N Gary Ave. Wheaton, IL 60187

Wheaton Park Dist Community Center
COF 9274305
1777 S Blanchard St. Wheaton, IL 60187

Wheaton Pk Central Athletic Complex
COF 9904853
500 S Naperville Rd. Wheaton, IL 60187

Wheaton Pk Dist Clock Tower
COF 9276085
100 N Naperville Rd. Wheaton, IL 60187

Wheaton Pk Dist Graff Park
COF 9277829
1855 Manchester Rd. Wheaton, IL 60187

Wheaton Pk Dist Rice Pool Seas
COF 9117451
1777 S Blanchard St. Wheaton, IL 60187

Wheaton Pk Dist Memorial Park Band
COF 3971090
225 Karlskoga Ave. Wheaton, IL 60187

Wheaton Pk Northside Pool Seasonal
COF 9129982
1509 N West Rd. Wheaton, IL 60187

Exhibit B
Products and Prices

2023 Pricing:

20oz Aquafina: \$14.70/Case

20oz Gatorade: \$26.25/Case

20oz CSD: \$26.25/Case

12oz/24pk CSD: \$15.87/Case

16.9oz Aquafina: \$12.19/Case

3 Gallon BIB: \$20.58/Gal

5 Gallon BIB: \$19.90/Gal

Exhibit C**INSURANCE COVERAGE**

Pepsi shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Pepsi shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence.

CGL insurance shall be at least as broad as Insurance Services Office (ISO) 2007 occurrence form CG 00 01, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Customer, its elected and appointed officials, employees and agents shall be included as an insured under the CGL, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Customer. Any insurance or self-insurance maintained by the Customer shall be excess of Pepsi's insurance and shall not contribute with it.

B. Business Auto and Umbrella Liability Insurance

Pepsi shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be at least as broad as Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

Pepsi shall maintain workers compensation and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Customer has not been included as an insured under the Commercial General and Umbrella Liability Insurance required in this Agreement, Pepsi waives all rights against Customer and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to this Agreement.

D. General Insurance Provisions

1. Evidence of Insurance

Pepsi shall furnish Customer with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All policies shall provide for 30 days' written notice to Customer prior to the cancellation or material change of any insurance referred to therein. Failure of Customer to demand such certificate, endorsement or other evidence that full compliance with these insurance requirements or failure of Customer to identify a deficiency from evidence that is provided shall not be construed as a waiver of Pepsi's obligation to maintain such insurance.

Customer shall have the right, but not the obligation, of prohibiting Pepsi from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Customer. Failure to maintain the required insurance may result in termination of this Agreement at Customer's option.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A- VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A- VII or a Best's rating is not obtained, Customer has the right to reject insurance written by an insurer it deems unacceptable.

3. Deductibles and Self-Insured Retentions

Any self-insured retentions must be declared to the Customer.

4. Subcontractors

Pepsi shall cause each subcontractor employed by Pepsi to purchase and maintain insurance of the type specified above. When requested by the Customer, Pepsi shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

DATE (MM/DD/YYYY)

12/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | |
|------------|--|--|----------------|--------|
| PRODUCER | LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700 | CONTACT NAME: | | |
| | | PHONE (A/C, No, Ext): | FAX (A/C, No): | |
| INSURED | 1069518 PepsiCo, Inc., Pepsi-Cola Metropolitan Bottling Company, Inc. New Bern Transport Corporation 1111 Westchester Avenue White Plains NY 10604 | E-MAIL ADDRESS: | | |
| | | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | | INSURER A: ACE American Insurance Company | | 22667 |
| | | INSURER B: Indemnity Insurance Co of North America | | 43575 |
| | | INSURER C: ACE Fire Underwriters Insurance Company | | 20702 |
| | | INSURER D: | | |
| INSURER E: | | | | |
| INSURER F: | | | | |

COVERAGES PEPSI01

CERTIFICATE NUMBER: 11264109

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------|---|-----------|----------|--|----------------------------------|----------------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | N | HDO G47353920 | 1/1/2023 | 1/1/2024 | EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | N | N | ISAH10762017 | 1/1/2023 | 1/1/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX |
| B A C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WLR C50735175 (AOS) WLR C5073528A (AZ) SCF C50735321 (WT) | 1/1/2023 1/1/2023 1/1/2023 | 1/1/2024 1/1/2024 1/1/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000 |
| A A A | Excess Workers Compensation | N | N | WCU C50735461 (PCMB-OH) WCU C50735576 (PCMB-WV) WCU C50735394 (FL OH&WA) | 1/1/2023 1/1/2023 1/1/2023 | 1/1/2024 1/1/2024 1/1/2024 | WC Statutory Limits \$5,000,000 each accident \$5,000,000 each ee for disease |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

11264109
WHEATON PARK DISTRICT
ATTN: DANIEL NOVAK
102 E. WESLEY ST.
WHEATON IL 60189

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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