

Mountain Dew Franchise

THIS AGREEMENT, made this 4th day of April, 1964, by and between THE TIP CORPORATION OF AMERICA, a corporation created and operating under the laws of the Commonwealth of Virginia, with its principal office at Marion, Smyth County, Virginia, hereinafter referred to as Licensor, party of the first part, and

PEPSI-COLA BOTTLING CO. OF GREENVILLE, INC.

GREENVILLE, NORTH CAROLINA

hereinafter referred to as Licensee, party of the second part,

WITNESSETH:

THAT for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid to Licensor by the said Licensee, at and before the execution and delivery of this instrument, the receipt whereof is hereby acknowledged, and in further consideration of the benefits which may accrue to the respective parties hereto under the terms of this contract; the said parties do hereby agree and bind themselves as follows, to-wit:

1. Licensor agrees to give and grant unto the Licensee the exclusive right and franchise within the territory hereinafter set forth, to prepare, bottle, mix and sell "Mountain Dew" syrup and concentrates, in accordance with the terms and conditions herein set forth, together with the right and license to use within said territory its trade-mark "Mountain Dew" and all labels and designs pertaining thereto, as well as distinctive "Mountain Dew" bottles, crowns and cases, and all items and things and materials using "Mountain Dew" trade-mark, subject, however, to each and all the terms and conditions herein set forth.

2. The territory for which and in which this license is granted shall be:

The Counties of Martin, Washington, Tyrrell, Hyde, Beaufort and Pitt;
that portion of Greene County lying north of Big Contentnea Creek and
south of a line running due east and west across said County through
the present southmost point of the locality known as Walstonburg (the
locality known as Walstonburg to be excluded from this territory);
and in Bertie County the City of Windsor and all outlets (continued page 4)

3. Licensee agrees that in the sale of "Mountain Dew" no bottle or crown shall be used other than the regular "Mountain Dew" bottle and the regular "Mountain Dew" crown; but nothing herein contained shall be construed as prohibiting the Licensor from making changes in the "Mountain Dew" bottle and crown from time to time in its sole discretion.

4. The Licensee further agrees to refrain from manufacturing, selling, dealing in or hauling, or attempting so to do, directly or indirectly, any product as a substitute for or an imitation of "Mountain Dew", or any beverage which can or could be confused with "Mountain Dew"; that the Licensee shall not change or in any way alter "Mountain Dew", either when in the form of concentrate or in the form of completed syrup; nor shall the "Mountain Dew" bottle be used for the bottling of any other product.

5. The Licensee further agrees to bottle "Mountain Dew" in strict compliance with the instructions of the Licensor and said instructions are subject to change from time to time, at the will and pleasure of the Licensor; the said Licensee shall bottle "Mountain Dew" under sanitary conditions and in full compliance with all laws pertaining thereto with reference to compounding, manufacturing and marketing food and beverage products.