

ADDENDUM No. 1 - MONETARY PROPOSAL

FINANCIAL AND OTHER CONSIDERATION PURSUANT to SECTION 1.9 of the LICENSE AGREEMENT FOR EXCLUSIVE SOFT DRINK CONCESSION AT THE PENNSYLVANIA FARM SHOW COMPLEX & EXPO CENTER

1. LICENSEE proposes to pay and/or provide to PDA, as compensation for the rights granted under the LICENSE AGREEMENT:

A. **ANNUAL LICENSE FEE:** \$_____ for each year (each period of July 1 through June 30), or prorated portion of a year, during which the agreement is in effect, including the initial three (3) year term and each additional one (1) year renewal term, if renewed.

B. **INVESTMENT:** In exchange for the rights and/or obligations as LICENSEE in the LICENSE AGREEMENT FOR EXCLUSIVE SOFT DRINK CONCESSION AT THE PENNSYLVANIA FARM SHOW COMPLEX & EXPO CENTER, Proposer agrees to invest the following amounts in facilities and/or equipment improvements to the FSC as follows:

(i) **Investment During Initial 3 Year Term:**

CATEGORIES	YEAR 1 2023-2024	YEAR 2 2024-2025	YEAR 3 2025-2026
Vending Equipment			
Soft Drink Dispensing Equipment			
Signage (Outside/Inside)			
Other Initiatives			
Marketing/Capital Projects to Enhance the Complex	Valued at ?	_____	_____

*See GENERAL TERM 2 below for important specific information

(ii) **Investment During Additional 1-year renewal terms, if renewed:**

CATEGORIES	RENEWAL YEAR 1 2026-2027	RENEWAL YEAR 2 2027-2028
Vending Equipment		
Soft Drink Dispensing Equipment		
Signage (Outside/Inside)		
Other Initiatives		
Marketing/Capital Projects to Enhance the Complex	_____	_____

C. **GENERAL TERMS OF MONETARY PROPOSAL**

1. PROPOSER shall provide a narrative description of the work to be accomplished through use of the investment amounts outlined in this section.
2. Regarding amounts set forth for Marketing/Capital Projects to Enhance the Complex for years two (2) through three (3), yearly amounts may be proposed to be combined into one total amount, or some subset thereof, in order to permit more significant proposed improvements to be completed on an enhanced timetable if such improvements are proposed to immediately and dramatically improve soft drink concessions to the using public.
3. Other terms and conditions with regard to these investment amounts are as set forth in the License Agreement, including:
 - a. Any payment or investment due hereunder shall be made by July 1 for each year this Agreement is in effect.
 - b. If payment or investment is due or made for a partial year, if ever applicable, the amount shall be prorated on a per day basis.
 - c. With the consent of PDA, unsatisfied investment obligations may be carried forward as cumulative obligations in the following year(s).
 - d. The initial annual license fee for the year encompassing July 1, 2023 through June 30, 2024, shall be paid upon the date of the execution of this agreement by LICENSEE.
 - e. The annual fee shall remain constant for the initial three (3) year term of this agreement and each additional one (1) year renewal term, if renewed.
 - f. The monetary value of investments shall be computed as the value of the facilities or equipment improvements minus administrative fees (which include design, engineering and all fees incurred for necessary governmental approvals).
 - g. All administrative fees, including design and consulting fees, for investments undertaken pursuant to the Proposal and/or this agreement shall be borne by the LICENSEE and shall not be included as part of the investment value.
 - h. LICENSEE shall provide, at its sole expense, all licenses, permits, equipment, supplies, materials, merchandise, transportation, and labor necessary for the satisfactory completion of any investments and a copy of any required licenses, permits or government approvals shall be provided to PDA.
 - i. For the first year of this agreement, improvements as outlined in the Monetary Proposal shall be completely installed and operational within six (6) months following execution of this agreement or within such timeframe as mutually agreed upon between PDA and the LICENSEE. For each successive year of the agreement, improvements shall be completely installed and operational on or before October 1 of each year, unless otherwise agreed in writing.
 - j. All facilities improvement, equipment or equipment improvements proposed as investments shall, upon completion, become the sole and exclusive property of PDA.

k. All facilities or equipment improvements proposed as investments must be submitted and approved by PDA for final approval prior to commencing work.

4. PRICE QUOTES AS PER SECTION 1.7 of License Agreement: Proposer shall include in a separate sheet attached herewith, and ultimately incorporated into the License Agreement, price quotes for the following products which shall be binding pricing for the initial twelve (12) months of the License Agreement. For the remaining duration of any and all terms of the License Agreement, annual price increases cannot exceed 3%, unless agreed to in writing by PDA.

- 20 oz assorted cans sodas
- 20 oz bottled water
- Assorted specialty bottled drinks
- 20 oz Sports drinks
- 12 oz assorted Can Soda
- 8 oz assorted Can Soda
- 20 lb. CO2 canister

MONETARY PROPOSAL SIGNATURE PAGE *(Proposal Shall Remain Valid For A Minimum Of Ninety (90) Days)*

PROPOSER : Print name, address, telephone number, email contact info:

Federal Identification Number: _____

By: _____ Date: _____

Print Name

Title