

**REQUIREMENTS REGARDING THE PROPER DISPOSAL,  
RECYCLING, AND DESTRUCTION OF TRADEMARK-BEARING ARTICLES**

Coca-Cola Beverages Florida, LLC (“CCBF”) engages in business relationships whereby, from time to time, certain waste materials generated by CCBF that bear writing or other markings identifying trademarks owned, controlled by and/or licensed to CCBF (hereinafter referred to as the “**Trademarks**”), may be picked up, handled, transported, disposed of, recycled, and/or destroyed by a third party with whom CCBF engages in a business relationship (each, a “**Supplier**”). It is a vital interest of CCBF to protect against the unauthorized or uncontrolled distribution and/or utilization of the Trademarks; and therefore, CCBF requires Supplier to pick up, handle, transport, dispose of, recycle, and/or destroy all Trademark-Bearing Articles, as hereinafter defined, in conformance with the following strict requirements:

A. Definition of Trademark-Bearing Articles. As used herein, “Trademark-Bearing Articles” shall mean all packaging, labeling, bottles, cans, trailers, and/or other articles of any kind whatsoever that bear any writing or other marking(s) identifying the Trademarks.

B. Supplier's Duties Regarding Trademark-Bearing Articles. As a material consideration for CCBF agreeing to continue its business relationship with Supplier, Supplier agrees to comply with the following requirements regarding Trademark-Bearing Articles:

1. Supplier shall develop, implement, and maintain practices, procedures, and safeguards regarding the pickup, handling, transport, disposal, recycling, and/or destruction of all Trademark-Bearing Articles to ensure that such Trademark-Bearing Articles are properly disposed of, recycled and/or destroyed, and to further ensure that no unauthorized third party obtains possession and/or use of the Trademark-Bearing Articles. Such practices, procedures, and safeguards shall be acceptable to CCBF, in its sole discretion. Supplier shall provide CCBF, upon request, with written evidence of such practices, procedures, and safeguards and their implementation by Supplier. In addition, Supplier shall take reasonable action to ensure that its employees, contractors and/or agents comply with the above practices, procedures and safeguards.
2. Supplier shall fully comply with all applicable federal, state, and local laws and regulations regarding the pickup, handling, transport, disposal, recycling, and/or destruction of any Trademark-Bearing Articles.
3. Supplier and its employees, contractors, and/or agents shall not sell, barter, or otherwise transfer ownership or possession of any Trademark-Bearing Articles to any third party who is not authorized by CCBF to possess and/or use the Trademark-Bearing Articles, except where any such transfer is for the purpose of disposing of, recycling, and/or destroying such Trademark-Bearing Articles and there is written proof of such disposal, recycling, and/or destruction.

C. Inspection Rights. CCBF shall have the right, during normal business hours and after reasonable prior notice to Supplier, to enter premises owned and/or operated by Supplier or its contractors or agents for the purpose of verifying compliance with the requirements hereunder. Such right of inspection by CCBF shall include the right to review relevant records of Supplier or its contractors or agents.

D. Indemnification. Supplier agrees to fully indemnify, defend and hold harmless CCBF and its officers, employees, former employees, directors, shareholders, affiliates, subsidiaries, contractors, and/or agents against any and all liability, loss, damages, costs, expenses, suits, claims and/or demands of any kind whatsoever, including reasonable attorneys' fees, arising or resulting from any breach by Supplier or its employees, contractors or agents of these requirements, or any negligence or willful misconduct on the part of Supplier or its employees, contractors or agents regarding the pickup, handling, transport, disposal, recycling, and/or destruction of any Trademark-Bearing Articles.

E. Ownership of the Trademarks. Supplier expressly recognizes that The Coca-Cola Company is the exclusive owner of the Trademarks and that CCBF is a licensee of the Trademarks. Nothing contained herein shall be construed to grant any right or interest in the Trademarks to Supplier or any other party.

F. Term and Termination. These requirements shall be effective and remain in force for so long as the business relationship between CCBF and Supplier exists or as long as Supplier holds, handles, transports, disposes of, recycles, destroys and/or performs any other service for CCBF regarding any Trademark-Bearing Articles as a result of such relationship, whichever is later. If Supplier and/or its employees, contractors or agents breach any of the requirements set forth above, CCBF shall have the right to unilaterally terminate part or all of its business relationship with Supplier, including all written contracts and other agreements, without prior notice; and to pursue such other rights and remedies as CCBF may be entitled to under law or in equity.