

**PROUD PARTNER SPONSORSHIP AGREEMENT
AMONG
THE NATIONAL PARK FOUNDATION
THE NATIONAL PARK SERVICE
AND
THE COCA-COLA COMPANY**

This Agreement is entered into as of January 1, 2007 (the "Effective Date"), by and among The Coca-Cola Company ("SPONSOR"), a corporation organized under the laws of the State of Georgia, the National Park Foundation ("NPF"), a congressionally chartered non-profit organization, and the National Park Service ("NPS").

Whereas, NPF and NPS recognize SPONSOR as an organization suited to be a participant in the *Proud Partners of America's National Parks* corporate marketing program (Proud Partner program);

Whereas, SPONSOR, NPS and NPF jointly agree to develop programs that have a cause-related marketing element that provides support consistent with the National Park Legacy Initiative and 4-Year Plan, "Doing Business in the 21st Century. Among other topics, the thematic elements of outdoor recreation and healthy living, engagement of urban audiences, conservation, volunteerism and greater public awareness around lesser-visited National Parks will be included in the scope of the activities developed. Examples of specific cause-related marketing initiatives are listed in Schedule A;

Whereas, SPONSOR through its participation in this Proud Partner marketing program, seeks to generate good will with its customers through its association with and support for NPF, NPS, and the National Park System;

Whereas, SPONSOR recognizes and agrees that the cause-related marketing initiatives authorized by this Agreement will be designed to build good will with SPONSOR's customers by demonstrating SPONSOR's assistance to the NPS and NPF and, consistent with Sections 2.9, 2.10, 2.11, 3.3(b), and 13.18 of this Agreement, will not be specifically tailored to sell products, goods, or services;

Whereas, no marketing or advertising of products, services, or enterprises are permitted within national park units;

Whereas, during the term of this Agreement and as addressed herein no other beverage manufacturer or distributor will be authorized to participate in the Proud Partner program;

Whereas, consistent with the terms of this Agreement, SPONSOR desires to obtain a limited license to use the trademarks, logos and other designations licensed by NPF and NPS to SPONSOR by participating in the Proud Partner program to benefit the nation's National Parks (the "Parks"); for purposes of this Agreement, "Parks" includes all lands and their respective structures managed by NPS); and

Now Therefore, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows.

1. Fees.

- 1.1 Fee Amount. In exchange for the rights granted under this Agreement, SPONSOR agrees to pay to the NPF the fees listed in Schedule B hereto (the "Sponsorship Fees").
- 1.2 Defined Terms. For purposes of this Agreement, the following definitions shall apply:
- (a) "Cash Commitments" means those amounts contributed for the benefit of the National Park System directly by the SPONSOR to NPF for specific mutually agreed upon uses, such as Sponsorship Fees.
 - (b) "In-Kind Contributions" means any contribution to NPF or NPS for the benefit of the National Park System other than cash, including services. Examples of in-kind contributions provided through cause-related marketing initiatives as identified in Schedule A.
- 1.3 Acceptance of In-Kind Contributions.
- (a) Process. In-Kind Contributions proposed to be contributed hereunder must be approved in advance by NPF. SPONSOR shall provide NPF with a written description of any proposed In-Kind Contribution. Within thirty (30) days of receipt, NPF shall determine, based on input from and consultation with the NPS, (i) whether it will accept such contribution or any element thereof and (ii) the valuation of such contribution (determined in accordance with Section 1.5 below), and shall furnish SPONSOR with a written statement of its determination. If NPF shall not have given written acceptance of an In-Kind Contribution within such 30-day period, then such contribution shall be deemed not to have been accepted.
 - (b) Valuation of In-Kind Contributions. The value of SPONSOR's In-Kind Contributions shall be determined by the SPONSOR in accordance with generally accepted accounting principles. For purposes of determining whether SPONSOR has fulfilled its commitments under this Agreement, if NPF disagrees with any valuation set by SPONSOR, it shall notify SPONSOR and NPS in writing within five (5) business days of written receipt of such valuation. In such event, the parties, after consultation with NPS, shall work together in good faith to arrive at a mutually agreed upon determination. If NPF does not notify SPONSOR of a valuation

disagreement within the five-day period, such valuation shall be deemed final. No In-Kind Contribution shall be contributed unless the valuation is approved in accordance with this paragraph.

- (c) NPS Valuation of Benefits to NPS: Notwithstanding Paragraph (b) NPS will annually provide NPF and SPONSOR with its estimate of the value to NPS received from cause-related marketing activities undertaken pursuant to this Agreement. NPS does not intend, either through execution of this Agreement or through annual estimates of value, to make any findings regarding the value of benefits provided for NPF or SPONSOR tax purposes. The accuracy of all representations to the Internal Revenue Service or any other taxing authority regarding value is the sole responsibility of NPF and SPONSOR.

2. SPONSOR Use of Marks in Marketing

- 2.1 NPF grants SPONSOR, in accordance with Section 6, the exclusive right to use the NPF proprietary marks as set forth in Schedule C, logos and designations as well as certain proprietary marks of the NPS to promote SPONSOR's participation in the Proud Partner program and SPONSOR's support for the National Park System. SPONSOR shall use reasonable efforts to conduct specific promotions consistent with the criteria set forth in Schedule A and elsewhere in this Agreement.
- 2.2 Throughout the term of this Agreement, NPS shall notify SPONSOR of applicable NPS policies and procedures.
- 2.3 SPONSOR acknowledges that specific cause-related marketing or donor recognition activities, whether currently proposed or proposed hereafter, are subject to prior NPF and NPS review and approval.
- 2.4 With respect to grants (if any) to one or more Parks funded by SPONSOR, NPF will enter into a grant agreement with the respective Park(s) to ensure compliance with the terms and conditions of the grant.
- 2.5 Promotions by SPONSOR shall disseminate information about the NPF, NPS and/or the Parks that is accurate and supportive of NPF and NPS objectives, and shall do so in a manner compatible with the missions of the NPF and NPS. Wherever practicable, SPONSOR shall include information in promotional materials about how to make additional contributions to the Parks through the NPF.
- 2.6 Except as otherwise set forth in this Agreement, all costs related to SPONSOR'S promotion and marketing activities shall be borne by SPONSOR.
- 2.7 Any agreements SPONSOR proposes to enter into with third parties that will have a role in the furtherance of its activities hereunder shall be subject to prior written

approval by NPF and NPS, with the exception of any promotional advertising or public relations firms engaged by SPONSOR.

- 2.8 In order to ensure consistency with the Proud Partner program and the needs of all partners, NPS and NPF will meet with SPONSOR at least once annually during the term of this Agreement to discuss SPONSOR's cause-related marketing plans, corporate social and environmental responsibility platform, communication plans, tracking mechanisms and to jointly develop programs and solutions.
- 2.9 Sponsor shall not state or take any action that would lead a reasonable person to imply that SPONSOR's brands or products have been selected, approved, warranted, are preferred by, etc., by NPF or NPS.
- 2.10 SPONSOR shall not use NPF or NPS Marks, or refer to NPF or NPS sponsorship or association, to compare SPONSOR to a competitor or its products or services in any way.
- 2.11 SPONSOR shall not use the words "NPF" or "NPS" or "Department of the Interior" as adjectives to qualify SPONSOR's products, any characteristics of SPONSOR's products, or any of SPONSOR's activities.

3. NPF Support and Recognition.

In exchange for fees paid by SPONSOR to NPF, each of the rights granted to SPONSOR under this Agreement (unless otherwise stated herein) is exclusive with respect to the beverage category defined below. As appropriate, NPF shall facilitate and coordinate SPONSOR's cause-related marketing activities with the NPS to ensure compliance with applicable NPS policies and procedures.

- 3.1 Exclusive Rights in Beverage Category. SPONSOR shall have the exclusive right to use the marks and logos of NPF and NPS, when appropriate in the beverage categories listed below (the "Beverage Category"). The Beverage Category is defined as all non-alcoholic beverages including, but not limited to:
 - (i) Carbonated soft drinks;
 - (ii) Packaged Water (including flavored and vitamin/mineral enhanced waters that are marketed as a water product);
 - (iii) Juices and juice drinks;
 - (iv) Isotonics and "sports" drinks;
 - (v) Ready to drink coffee and coffee drinks;
 - (vi) Milk and milk-based products (excluding ice cream and other frozen dairy desserts and novelties); and

(vi) Frozen beverages (i.e., slushes such as Icedo),

but excluding tea in all forms, coffee packaged dry for future consumption, meal replacement & weight management products (e.g., Slimfast), and all alcoholic beverages (the "Beverages").

In addition, with the exception of Unilever's Lipton brand tea (which is distributed by PepsiCo), NPF shall not enter into a national beverage cause related marketing agreement for any beverage product manufactured or distributed by PepsiCo Inc., or its affiliates. However, in the case of Lipton, NPF will use its best reasonable efforts to prohibit promotional activity that could be inferred by consumers as a broader PepsiCo promotion (e.g., Lipton point-of-sale materials that encompass retail displays with any other Pepsi brand products).

3.2 Identification as a Proud Partner. In connection with SPONSOR's designation as the exclusive Beverage Category participant in the Proud Partners Program, SPONSOR has exclusive national marketing rights in the Beverage Category to the *Proud Partner of America's National Parks* designation, NPF Marks including the NPF logo.

3.3 Marketing Rights. Subject to the terms of this Agreement, SPONSOR shall have the right to execute cause-related marketing promotions for the benefit of the Parks which reference the Parks and the Proud Partner Program.

(a) In accordance with the exclusive license to the Beverage Category granted in Section 6.1, SPONSOR may use the NPF Marks (as hereinafter defined but expressly excluding the use of any NPS Marks or proprietary image including, but not limited to, the NPS Arrowhead, Park specific logos, and images of NPS uniforms or uniforms that resemble NPS uniforms) to market, advertise and promote SPONSOR brands including, without limitation, the use or display of the NPF Marks for or on promotional materials, product packaging, premiums, electronic and print media, and point of sale advertising. Approved advertising and marketing promotions of SPONSOR brands utilizing NPF marks or referencing the Proud Partner Program must appear exclusively as follows: "[brand name], a brand of The Coca-Cola Company, a Proud Partner of America's National Parks." (this phrase is herein after referred to as the "Designation"). Both NPF and NPS must review and approve, in writing, any marketing material or other materials intended for public release that are generated pursuant to this Agreement. Approved SPONSOR brands are listed in Schedule G. Approved SPONSOR brands are listed in Schedule G, but may be amended by SPONSOR upon proper notice to NPF and NPS. SPONSOR agrees that the number of approved brands shall never exceed seven (7) and shall not contain brands that are inconsistent with NPS policies or NPS cause-related marketing initiatives or agreements.

- (b) SPONSOR is granted the right to use and permit the use of the NPF Marks in joint marketing, advertising, and cause-related promotions with SPONSOR's customers provided that such activities and associated marketing materials: 1) do not cause a reasonable person to believe that the customer is a Proud Partner or a financial supporter of NPF, NPS, or the National Park System; and 2) do not state or imply NPF or NPS endorsement of a Sponsor's customer, its products or services. SPONSOR will ensure that any joint marketing materials will be designed to visually segregate and delineate customer's trademarks, logos, brands, products, services, slogans, etc. from NPF Marks and Proud Partner messages. All joint marketing materials must receive prior NPS and NPF review and written approval. This paragraph applies to customers in all channels of trade, including, the following: (i) grocery stores; (ii) mass merchandise stores; (iii) convenience stores; (iv) oil and gas/petroleum stores; (v) quick serve and other restaurants; (vi) drug stores; (vii) movie theaters (viii) theme parks; (ix) zoos; (x) video and music stores; (xi) institutional foodservice operations; (xii) fairs and festivals; (xiii) themed indoor entertainment complexes; (xiv) golf courses; (xv) at-work accounts; and (xvi) educational institutions. This paragraph does not extend to any customers in a category for which NPF currently (as of the Effective Date) has an exclusive Proud Partner relationship during the term of this Agreement. The following list represents NPF's current exclusive categories and category sponsors:
- (i) Airlines -- American Airlines
 - (ii) Automotive Industry -- Ford Motor Company
 - (iii) Household and personal care products and select food products -- Unilever

Nothing herein is intended to prevent NPF or NPS from entering into new Proud Partner or similar relationships granting corporate partners in particular business categories the right of exclusive marketing relationships

- (c) The parties agree that a competitor of SPONSOR may hold the pouring rights for a specific Park and this: 1) will have no bearing on NPF's or NPS's cause-related marketing program approvals in that Park, and 2) will not affect whether that Park is eligible to receive contributions resulting from this Agreement.

3.4

National Parks Pass. For so long as NPF administers the National Parks Pass program on behalf of NPS, NPF will make National Park Passes available to SPONSOR for distribution to SPONSOR employees at a twenty percent (20%) discount. In addition, SPONSOR shall have the exclusive right, within the Beverage Category for promotional uses of the National Parks Pass, provided such uses are consistent with the Corporate Campaign Agreement and D.O. 21. Such promotional uses are subject to the prior approval of NPF and NPS. The terms of any future agreements concerning such promotional opportunities shall be memorialized in a separate written agreement signed by the parties hereto.

10%
10%

3.5 Recognition. SPONSOR shall receive appropriate recognition, consistent with current and future NPS policies, for SPONSOR supported programs, projects and events in the Parks.

- (a) Online Recognition. SPONSOR shall receive acknowledgment with its logo in the NPF's monthly e-newsletter, *npparks*, and on the NPF website, *nationalparks.org*. The NPF website includes a dedicated page for Proud Partners and features the Proud Partners (with their logos) on the homepage. In addition, NPF shall provide a link from *nationalparks.org* to the SPONSOR's website. The design and placement of such link shall be at the discretion of the NPF, subject to approval by SPONSOR. SPONSOR shall provide a link from one of SPONSOR's websites to *nationalparks.org*. The design and placement of such link shall be at the discretion of SPONSOR, subject to approval by NPF. Both parties shall execute a Web Link Agreement in the format attached hereto as Exhibit H prior to the placement of any links by either party.
- (b) Print Promotion/Recognition. SPONSOR shall have and NPF shall provide annual recognition, including SPONSOR's logo in a national publication, placed by the NPF for the Proud Partner Program, annual recognition and logo in Roll Call or such similar advertisement, acknowledgment with logo in *CIOPARKS* or such similar publication and monthly print publication to NPF donors containing a Proud Partner feature in each issue.
- (c) Images. SPONSOR shall have access to the NPF's resource of Park images and other materials for use in cause-related marketing pursuant to this Agreement, at no charge.
- (d) In-Park Activities: In-park activities, including tours, events and interpretation, shall be authorized in accordance with the Corporate Campaign Agreement provisions pertaining to NPS Special Use Permits, and applicable laws, regulations, and NPS policies.

3.6 Proud Partner Business-to-Business Opportunities. NPF shall arrange regular Proud Partner meetings. At SPONSOR's request, NPF shall provide dedicated support to facilitate with NPS, special visitation opportunities, e.g., for executive

and key customer hospitality, in the Parks. In addition, the NPF shall facilitate volunteer opportunities in the Parks for key SPONSOR employees and customers. NPF will also facilitate and coordinate with NPS on in-park events, meetings, and possible volunteer activities, as appropriate.

- 3.7 Government Relations. NPF shall provide an opportunity for outreach to Congress during National Park Week and other mutually agreed times with recognition for the Proud Partners, as well as dedicated staff to handle Congressional outreach as appropriate for each Proud Partner.
- 3.8 Public Relations. NPF shall provide a media event/announcement of SPONSOR's participation in the Proud Partner Program, dedicated public relations support for the Proud Partner Program overall, media support for all SPONSOR Proud Partner events, and national media push for National Park Week.
- 3.9 Dedicated Account Management Services. NPF shall provide a SPONSOR Account Manager.
- 3.10 Marketing Support. Through the Proud Partner Program, NPF will offer support to SPONSOR in order to make clear the value of Proud Partner program to NPS employees across the National Park System. The plan for implementation of this promotional/media commitment will be jointly developed between NPF and SPONSOR in consultation with the NPS, as appropriate. Both NPF and SPONSOR will help promote and support the program activities outlined here as well as other Proud Partner-branded cause-related marketing promotions developed by SPONSOR and NPF outside the Parks.
- 3.11 Additional Recognition and Support. NPF will provide to SPONSOR recognition and support at a level comparable to the recognition and support provided by NPF to other participants in the *Proud Partners of America's National Parks* promotional program. Such recognition and support shall include the following:
- (a) SPONSOR will receive shared recognition with other Proud Partners in NPF Proud Partner-supported media and advertising. In addition, the NPF will provide public recognition for SPONSOR through communication vehicles distributed by NPF in the Parks as appropriate and consistent with NPS policies. The parties acknowledge that not all materials may be able to accommodate the Proud Partners' logos due to space considerations and NPS policies, but the parties agree that a substantial portion of Proud-Partner-supported materials will give recognition to the Proud Partners. All materials distributed in Parks are subject to the review and approval of the NPS. NPF will facilitate such NPS approvals on behalf of the SPONSOR, as appropriate.
 - (b) For the years in which NPF administers a Proud Partner national sweepstakes that awards winners trips to National Parks, SPONSOR shall

have the opportunity to participate in the Proud Partners sweepstakes. The sweepstakes program is managed by NPF and the Proud Partners. The terms of SPONSOR's participation, if any, will be addressed in a future agreement with NPF.

- (c) From time to time during the term of the Agreement, the parties may agree on additional mutually beneficial program enhancements. The terms of any such additional program enhancements shall be agreed to in writing by the parties and shall be made an addendum to the Agreement subject to the terms and conditions thereof, subject to the review and approval of the NPS.
- (d) In order to further its goals and purposes of improving public appreciation of the Parks, the NPF shall make available to SPONSOR such information and data as, in NPF's determination, may reasonably be required and is generally available to support the development by SPONSOR of promotional materials in connection with the Proud Partners Program.
- (e) SPONSOR will pay all of its own costs associated with Proud Partner opportunities and events, for example, travel, lodging and other related costs incurred by SPONSOR, except that NPF will share part of the cost of the Proud Partner bi-annual meetings.

3.12 Statue of Liberty/Ellis Island. The Agreement does not give SPONSOR any rights under any NPF or NPS program with respect to sponsorship opportunities involving the Statue of Liberty/Ellis Island site. Nothing in this agreement limits SPONSOR's ability to negotiate sponsorship agreements with other NPS support organizations associated with that site.

4. Competitor Marketing

- 4.1 Definition. For purposes of this Agreement, "competitor" means all companies that manufacture, market or distribute their own beverages falling within the Beverage Category of Section 3.1 of this Agreement. Nothing herein is intended to prohibit any agreements between NPS or NPF and beverage retailers.
- 4.2 Competitor Cause-related Marketing. Except to the extent allowed by the NPS/NPF Corporate Campaign Agreement and NPS Director's Order 21, during the term of this Agreement, NPF and NPS will not grant any use of NPF Marks to competitor companies or permit a third-party to sell or transfer any such rights to another third-party for use with cause-related marketing. In addition, individual Parks will not be authorized to use their individual marks to market, advertise or promote Competitive Products in any market outside of its Local Market. For the purpose of this Section where parks located in major metropolitan markets the Local Market shall be defined as the metropolitan area surrounding the park. If the area surrounding the park unit is sparsely populated the metropolitan area will be determined through consultation between the Foundation and NPS but will

generally not exceed a 150-mile radius measured from the boundary of the park. Competitor marketing activities must be coordinated through the National Partnership Office in consultation with the NPF.

4.3 Restrictions on Competitor Marketing. NPS and NPF will abide by the terms of Article IX of the Corporate Campaign Agreement and Director's Order 21 pertaining to the Proud Partner Program regarding limitation on competitor marketing and protection of SPONSOR's right to national level marketing exclusivity. If it is determined that NPS authorized corporate campaign or promotional activities with competitor companies in error, or that competitor corporate campaign activities will violate provisions of this Agreement, NPS will seek to correct the situation in a manner consistent with the Corporate Campaign Agreement and Director's Order 21.

4.4 Inconsistent Competitor Marketing Activities Involving NPS. If it is determined that NPS authorized corporate campaign or promotional activities with Competitor Companies in error, or that corporate campaign activities will violate provisions of this Agreement, the exclusive remedy for SPONSOR is for NPS to seek to correct the matter in the following manner. NPS will:

- (a) Contact the park or parks to determine the nature of the authorized corporate campaign activities;
- (b) Work with the parks(s), local park partners, corporate donors, and other relevant parties to cease inconsistent corporate campaign activities within 5 business days;
- (c) If, after 5 business days the matter has not been resolved, the Associate Director for Partnerships, Interpretation and Education, Volunteers, and Outdoor Recreation will send a cease and desist letter to the company copying NPF key official; and

NPS will keep the NPF Key Office notified of its progress in resolving the matter. In the event SPONSOR, in consultation with NPF, determines that inappropriately authorized marketing activities have failed to cease after 60 days of NPS receiving knowledge of the activities, then SPONSOR may terminate this Agreement. In the event of a termination under this Section 8 of this Agreement, and SPONSOR shall have no future obligations under this Agreement.

4.5 If NPS determines that a competitor of SPONSOR has been granted no authority to use NPS Marks by NPS, NPS will send a cease and desist letter to the company

and may, in NPS's discretion, take other appropriate actions to protect NPS Marks.

- 4.6 This Agreement does not in any way restrict or affect any existing or future agreement between any parties with respect to "pouring rights" in parks. SPONSOR acknowledges that its competitor's products are served and advertised in numerous Parks and that pouring and point-of-sale merchandising of competitors (e.g., menu boards and other point-of-sale merchandising within the Parks) are not prohibited or affected by the terms of this Agreement.

5. Obligations of NPS.

NPS will:

- 5.1 Assign to the NPS Partnership Office specific responsibility for:
- (a) Reviewing proposed Coca-Cola marketing and promotional programs;
 - (b) Serving on grant committees and/or marketing/promotional review teams to ensure that the needs of NPS are being met when grant recipients are selected;
 - (c) Ensuring that the grantor Superintendent(s) supports and concurs in the terms and conditions associated with specific programs provided to their park unit(s); and
 - (d) Assisting NPF in identifying alternative parks to participate in the instance where a gift is declined by a Superintendent;
- 5.2 Designate representatives from the NPS Partnership Office, Regional offices, subject matter specialists and park representatives as appropriate to facilitate specific Partnership activities;
- 5.3 Assess the effectiveness of the Partnership and provide an annual letter to NPF stating the impact and benefits it has had on NPS including recommendations on changes to the program if necessary; and
- 5.4 Through the Secretary of the Interior and the Director of NPS, personally or through their designees, review proposed agreements and material documents associated with the SPONSOR partnership. Designees of the Secretary and Director will certify in writing to the Secretary and the Director whether such agreements or documents conform to the terms and conditions of this Agreement.

6. Licenses and Approvals

6.1 NPF Proprietary Marks.

(a) NPF hereby grants to SPONSOR for the term of this Agreement and subject to its conditions, an exclusive nontransferable license in the Beverage Category to use the proprietary NPF marks set forth in Schedule C hereto (the "NPF Marks") in order to identify SPONSOR as a *Proud Partner of America's National Parks*, on and in connection with cause-related marketing material used in conjunction with the Proud Partners Program, including on SPONSOR's website.

(b) Exclusivity. Nothing in this Agreement shall in any way limit or restrict NPF's right, either by itself or through third parties, to use, promote, license or otherwise exploit the NPF Marks in any manner whatsoever; provided, however, that during the term of this Agreement, the NPF will not enter into other marketing relationships in the Beverage Category to the extent doing so would be inconsistent with the Corporate Campaign Agreement or Director's Order 21.

(c) SPONSOR hereby acknowledges ownership of the NPF Marks in NPF (or, as the case may be, its licensor, NPS) and agrees that it will do nothing inconsistent with such ownership, and that all use of the NPF Marks by SPONSOR and the goodwill associated therewith shall inure to the benefit of and be on behalf of NPF. SPONSOR agrees that nothing in the Agreement shall give SPONSOR any right, title or interest in the NPF Marks other than the right to use the NPF Marks in accordance with the license granted in this Agreement, and SPONSOR agrees that it will not attack the title of NPF (or NPS) to the NPF Marks, the validity of the NPF Marks, or the validity of the license granted in the Agreement or do anything that would infringe upon, harm, dilute or contest the rights of the NPF in the NPF Marks. SPONSOR agrees to use the NPF Marks only in the form and manner prescribed by the NPF, and not to use any other trademark or service mark in combination with any of the NPF Marks or create composite marks using the NPF Marks without prior written approval of the NPF. These obligations shall survive the expiration or termination of the Agreement.

(d) SPONSOR shall promptly report to NPF in writing any unauthorized use of the NPF Marks, infringements, imitations or other acts of third parties that come to its attention in any manner whatsoever. NPF shall have the sole right and discretion to institute and to control all actions against third parties relating to the NPF Marks or any other proprietary rights of NPF. NPF shall be entitled to receive and retain all amounts awarded, if any, as damages, profits, settlement amounts or otherwise in connection with such actions. SPONSOR agrees to cooperate with NPF or its designee, in the conduct of any such actions. SPONSOR shall not, without NPF's prior written consent, institute any suit or take any action on account of any such apparent infringement, imitation or unauthorized use. NPF shall incur no liability to SPONSOR by reason of NPF's failure or refusal to prosecute, or by NPF's refusal to permit SPONSOR to

prosecute, any alleged infringement by third parties, nor by reason of any settlement to which NPF may agree.

(c) All rights, licenses and privileges not expressly granted to SPONSOR by NPF hereunder shall remain the sole and exclusive property of NPF. Upon the termination of this Agreement, all rights conveyed by NPF to SPONSOR with respect to the use of the NPF Marks shall cease, and all such rights shall revert to NPF. Upon termination of this Agreement, SPONSOR shall immediately discontinue all use of the NPF Marks, shall have no further right to use the NPF Marks, and shall have no further right to utilize any SPONSOR Proud Partners Material or promotional material of any kind bearing the NPF Marks or referring to NPF.

6.2 NPS Proprietary Marks

(a) NPS hereby grants to SPONSOR for the term of this Agreement and subject to its conditions, a nonexclusive nontransferable license to the NPS proprietary marks set forth in Schedule E hereto (the "NPS Marks") for the sole purpose of furthering approved cause-related marketing activities under taken pursuant to the *Proud Partner of America's National Parks*, and this Agreement. All uses of NPS's Marks must be previously approved by NPS in writing as set forth in Section 6.3.

(b) SPONSOR hereby acknowledges NPS ownership of the NPS Arrowhead and any other marks (NPS Marks) and agrees that it will do nothing inconsistent with such ownership, and that all use of the NPS Marks by SPONSOR and the goodwill associated therewith shall inure to the benefit of and be on behalf of NPS. SPONSOR agrees that nothing in the Agreement shall give SPONSOR any right, title or interest in the NPS Marks other than the right to use the NPS Marks in accordance with the license granted in this Agreement, and SPONSOR agrees that it will not attack the title of NPS (or NPF) to the NPS Marks, the validity of the NPS Marks, or the validity of the license granted in the Agreement or do anything that would infringe upon, harm, dilute or contest the rights of the NPS in the NPS Marks. SPONSOR agrees to use the NPS Marks only in the form and manner proscribed by the NPS, and not to use any other trademark or service mark in combination with any of the NPS Marks or create composite marks using the NPS Marks without prior written approval of the NPS. These obligations shall survive the expiration or termination of the Agreement.

(c) SPONSOR shall promptly report to NPS in writing any unauthorized use of the NPS Marks, infringements, imitations or acts of third parties that come to its attention in any manner whatsoever. NPS (or its licensee NPF) shall have the sole right and discretion to institute and to control all actions against third parties relating to the NPS Marks or any other proprietary rights of NPS. NPS shall be entitled to receive and retain all amounts awarded, if any, as damages, profits,

settlement amounts or otherwise in connection with such actions. SPONSOR agrees to cooperate with NPS or its designee, at its own expense, in the conduct of any such actions. SPONSOR shall not, without NPS's prior written consent, institute any suit or take any action on account of any such apparent infringement, imitation or unauthorized use. NPS shall incur no liability to SPONSOR by reason of NPS's failure or refusal to prosecute, or by NPS's refusal to permit SPONSOR to prosecute, any alleged infringement by third parties, nor by reason of any settlement to which NPS may agree. Notwithstanding the foregoing, no settlement of any claims affecting the ownership and/or use of any SPONSOR Marks shall be made without the written consent of SPONSOR.

(d) All rights, licenses and privileges not expressly granted to SPONSOR by NPS hereunder shall remain the sole and exclusive property of NPS. Upon the termination of this Agreement, all rights conveyed by NPS to SPONSOR with respect to the use of the NPS Marks shall cease, and all such rights shall revert to NPS. Upon termination of this Agreement, SPONSOR shall immediately discontinue all use of the NPS Marks, shall have no further right to use the NPS Marks, and shall have no further right to utilize any SPONSOR Proud Partner's Material or promotional material of any kind bearing the NPS Marks or referring to NPS.

(e) Future NPS approvals for NPF or SPONSOR to use NPS Mark other than the NPS Arrowhead in furtherance of this Agreement will be construed to be subject to Section 6.3 of this Agreement and all provisions of this Agreement requiring NPS review and approval of Marks.

(f) Exclusivity. Nothing in this Agreement shall in any way limit or restrict the NPS's right, either by itself or through third parties, to use, promote, license or otherwise exploit the NPS Marks in any manner whatsoever; provided, however, that during the term of this Agreement, the NPS will not enter into other cause-related marketing relationships in the Beverage Category to the extent doing so would be inconsistent with the Corporate Campaign Agreement or Director's Order 21.

- 6.3 NPF's and NPS's Right of Approval. NPF and NPS shall have the right to review and provide written approval for all material in any medium prepared by or for SPONSOR bearing the NPF or NPS Marks, the NPS Arrowhead, or proprietary images such as ranger uniforms, or materials that are otherwise intended for public distribution or dissemination pursuant to the Proud Partners Program ("SPONSOR Proud Partner Material"). NPF and NPS shall have discretion to approve or disapprove any such material and may consider whether the material (i) properly reflects the mission of NPF and/or NPS; (ii) conveys an educational message; (iii) promotes appropriate and responsible behavior in Park areas; and (iv) encourages continued public support and preservation of Park resources; or (v) states or implies NPS, Department of the Interior, or Government employee endorsement of SPONSOR's or SPONSOR's customer's products, services, brands or enterprises. SPONSOR Proud Partner Materials bearing any Marks

shall conform to standards, specifications and qualities established by, and under the control of, the NPF and NPS including the terms of the Proud Partner Style Guide to be developed by NPF and NPS. Until the Proud Partner Style Guide is complete new Proud Partner materials shall be formatted in a manner consistent with current examples of Proud Partner materials. SPONSOR shall submit to each NPF and NPS for approval two (2) specimens of designs, art work, copy and layout of all SPONSOR Proud Partner Material (including sample web pages). Upon receipt by the NPF and NPS of such material, NPF and NPS shall notify SPONSOR within five (5) business days as to whether the material is approved. If NPF and NPS shall not have given written approval of any material within five (5) business days, then such material shall be deemed not to have been approved. Once approved, materials shall not be changed in any material way without the prior written consent of NPF and NPS.

6.4 SPONSOR Proprietary Rights.

- (a) SPONSOR hereby grants to NPF and NPS for the term of this Agreement and subject to its conditions, a nonexclusive nontransferable license to the SPONSOR's trade names and proprietary marks set forth in Schedule D hereto (the "SPONSOR Marks") for the sole purpose of identifying SPONSOR as a *Proud Partner of America's National Parks*, on and in connection with promotional material used in conjunction with the Proud Partners Program, including on the NPF and NPS websites. All uses of SPONSOR's Marks must be previously approved by SPONSOR in writing as set forth in paragraph (a) below.
- (b) Each of NPF and NPS hereby acknowledges ownership of the SPONSOR Marks in SPONSOR and agrees that it will do nothing inconsistent with such ownership, and that all use of the SPONSOR Marks by NPF or NPS and the goodwill associated therewith shall inure to the benefit of and be on behalf of SPONSOR. Each of NPF and NPS agrees that nothing in the Agreement shall give it any right, title or interest in the SPONSOR Marks other than the right to use the SPONSOR Marks in accordance with the license granted in this Agreement, and each of NPF and NPS agrees that it will not attack the title of SPONSOR to the SPONSOR Marks, the validity of the SPONSOR Marks, or the validity of the license granted in the Agreement or do anything that would infringe upon, harm, dilute or contest the rights of SPONSOR in the SPONSOR Marks. Each of NPF and NPS agrees to use the SPONSOR Marks only in the form and manner prescribed by SPONSOR, and not to use any other trademark or service mark in combination with any of the SPONSOR Marks or create composite marks using the SPONSOR Marks without prior written approval of SPONSOR. These obligations shall survive the expiration or termination of the Agreement.
- (c) Each of NPF and NPS shall promptly report to SPONSOR in writing any unauthorized use of the SPONSOR Marks, infringements, imitations or

other acts of third parties that come to its attention in any manner whatsoever. SPONSOR shall have the sole right and discretion to institute and to control all actions against third parties relating to the SPONSOR Marks or any other proprietary rights of SPONSOR. SPONSOR shall be entitled to receive and retain all amounts awarded, if any, as damages, profits, settlement amounts or otherwise in connection with such actions. Each of NPF and NPS agrees to cooperate with SPONSOR or its designee, in the conduct of any such actions. Neither NPF nor NPS shall, without SPONSOR's prior written consent, institute any suit or take any action on account of any such apparent infringement, imitation or unauthorized use. SPONSOR shall incur no liability to NPF or NPS by reason of SPONSOR's failure or refusal to prosecute, or by SPONSOR's refusal to permit NPF or NPS to prosecute, any alleged infringement by third parties, nor by reason of any settlement to which SPONSOR may agree.

- (d) All rights, licenses and privileges not expressly granted to NPF or NPS by SPONSOR hereunder shall remain the sole and exclusive property of SPONSOR. Upon the termination of this Agreement, all rights conveyed by SPONSOR to NPF and NPS with respect to the use of the SPONSOR Marks shall cease, and all such rights shall revert to SPONSOR. Except as otherwise set forth herein, upon termination of this Agreement, NPF and NPS shall immediately discontinue all use of the SPONSOR Marks, shall have no further right to use the SPONSOR Marks, and shall have no further right to utilize any material of any kind bearing the SPONSOR Marks or referring to SPONSOR.
- (e) SPONSOR's Right of Approval. SPONSOR shall have the right of approval over advertising, publicity or other material bearing SPONSOR's name or Marks prepared by or for NPF or NPS for the Proud Partners Program. In addition, all advertising, promotional, marketing and other materials bearing or under the SPONSOR Marks and other authorized related uses of the SPONSOR Marks by NPF and NPS hereunder shall conform to standards, specifications and qualities established by, and under the control of, SPONSOR. In furtherance thereof, NPF and NPS shall submit to SPONSOR for approval two (2) specimens of designs, art work, copy and layout of all promotional material (including sample web pages) featuring or referring in any way to SPONSOR or bearing the SPONSOR Marks. Upon receipt by SPONSOR of such material, SPONSOR shall notify NPF or NPS, as applicable, within fifteen (15) business days as to whether the material is approved. It is agreed that there shall be no exercise of any of the rights herein granted unless and until express written approval of the promotional material shall be given to NPF or NPS, as applicable, by SPONSOR. If SPONSOR shall not have given written approval of any material within fifteen (15) business days, then such material shall be deemed not to have been approved. Once

approved, materials shall not be changed in any material way without the prior written consent of SPONSOR.

7. No Conflicts

- 7.1 SPONSOR represents and warrants that, except as set forth in Schedule F hereto, neither it nor any affiliate is engaged in any administrative or judicial litigation or proceeding against NPS, the Department of the Interior, or NPF or in which NPS, the Department of the Interior, or NPF is a party. For purposes of this Agreement, (i) "affiliate" means another person or entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with SPONSOR and (ii) "control" (including "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of management or policies.
- 7.2 If at any time during the term of this Agreement, SPONSOR becomes engaged in any such litigation or proceeding, or is doing business with NPS or the Department of the Interior, SPONSOR shall immediately notify NPF and NPS in writing. At the request of NPF or NPS, a senior representative of SPONSOR, NPF and NPS shall engage in discussions to determine whether to continue this Agreement in whole or in part. Notwithstanding the foregoing, each party shall be entitled to enforce any rights or remedies hereunder.

8. Term of Agreement and Termination

- 8.1 This Agreement shall be effective on the date the last signature is affixed to the Agreement and shall remain in effect for a period of five years, unless renewed or terminated as set forth herein.
- 8.2 SPONSOR shall have the first right of negotiation to enter into a new sponsorship agreement in the Beverage Category upon termination of this Agreement. In the event NPF contemplates seeking a new sponsorship agreement in the Beverage Category, it shall give SPONSOR and NPS notice thereof. NPF and NPS will provide SPONSOR with a renewal proposal at least sixty (60) days prior to the expiration of this agreement. NPF, NPS and SPONSOR shall negotiate exclusively in good faith for a period of sixty (60) days commencing upon SPONSOR's receipt of the renewal proposal from NPF and NPS (the "Negotiation Period"). If the parties fail to reach an agreement in principle regarding a renewal of the sponsorship agreement prior to the expiration of the Negotiation Period, NPF shall be free to negotiate with third parties provided that NPF shall not accept any offer from any third party less favorable to NPF than the last offer made by SPONSOR and rejected by NPF.
- 8.3 The foregoing notwithstanding, each party shall have the right to terminate this Agreement without prejudice to any rights which it may have, whether under the provisions of this Agreement, in law or in equity, or otherwise upon a breach of a material term of this Agreement by another party, and the breaching party's

failure to cure such breach to the satisfaction of the non-breaching party within thirty (30) calendar days of its receipt of notice of such breach from the non-breaching party (or immediately upon notice if the breach is incapable of repair). In the event a party determines to terminate this Agreement pursuant to the terms of this paragraph, the non-breaching party shall give notice of termination in writing to the breaching party. In the case of termination by NPF under this paragraph due to breach by SPONSOR, any and all payments then due from SPONSOR hereunder shall then become immediately due and payable in full and no portion of any prior payments made to the NPF or NPS shall be repayable to SPONSOR. In the case of termination by SPONSOR under this paragraph due to breach by NPF, SPONSOR shall have no obligation to make any further payments otherwise due from SPONSOR hereunder.

- 8.4 In addition, NPF or NPS may terminate this Agreement upon twenty (20) days written notice if (i) due to a change in law, regulation or policy, NPF or NPS is precluded from fulfilling their obligations hereunder or (ii) NPF or NPS, in its sole discretion, determines in good faith that, for a reason or reasons specified in such notice, the continuation of the Agreement will damage the reputation or good will of NPF or NPS. In addition, SPONSOR may terminate this Agreement upon twenty (20) days written notice if SPONSOR, in its sole discretion, determines in good faith that, for a reason or reasons specified in such notice, the continuation of the Agreement will damage the reputation or good will of SPONSOR. In the case of termination by NPF or NPS under this paragraph no portion of any prior payments made to the NPF or NPS shall be repayable to SPONSOR. In the case of termination by SPONSOR under this paragraph SPONSOR shall have no obligation to make any further payments otherwise due from SPONSOR hereunder.
- 8.5 In addition to the above termination rights, if any party to this Agreement determines it is not satisfied with the relationship for any reason, it shall notify the other parties and all parties shall meet to discuss the dissatisfied party's concerns (the "Performance Concerns"). If after 60 days of such meeting or meetings to address the Performance Concerns, the party who has raised the concerns is not satisfied that the Performance Concerns have been sufficiently addressed that party may give the other parties notice of termination, which shall take effect 30-days after the date of the notice. If this Agreement is terminated pursuant to this paragraph, SPONSOR shall have no obligation to make any further payments or to provide any further in kind contributions or services under this Agreement and no portion of any prior payments or contributions made to the NPF or NPS shall be repayable to SPONSOR.
- 8.6 If NPS determines that acceptance of further donations is inappropriate under Director's Order then NPS may suspend all implementation of this Agreement until it determines that donation acceptance is again appropriate.

9. **Warranties; Limitation of Liability**

- 9.1 To the extent permitted by law, each party hereby represents and warrants to the others that it holds all such rights and interest in such party's proprietary marks licensed hereunder as are required to permit it to enter into this Agreement.
- 9.2 No recourse may be sought against any agency or employee of the United States, an NPS partnership organization or its contributors in the event of a failure to maintain exclusivity. If it is determined that NPS authorized non-SPONSOR corporate campaign activities in error, the only remedy is for NPS to abide by the terms of Article IX of the Corporate Campaign Agreement and Director's Order 21 pertaining to administration of the Proud Partner program.
- 9.3 WITH RESPECT TO LIABILITY THE PARTIES TO THIS AGREEMENT, AGREE THAT EXCEPT FOR CLAIMS OF INDEMNIFICATION SUBJECT TO THIS AGREEMENT, NO PARTY SHALL BE LIABLE TO ANOTHER, IN LAW OR EQUITY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT OR REVENUE, ARISING FROM OR IN CONNECTION WITH ANY BREACH OR VIOLATION OF THIS AGREEMENT OR FROM ANY ACTION OR OMISSION RELATING TO THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.4 Section 9 shall survive termination of this Agreement.

10. **Indemnification**

- 10.1 By SPONSOR, SPONSOR shall defend and indemnify NPF, NPS and their officers, directors, employees and agents from and against all claims, costs, damages, liabilities, expenses and losses (including reasonable attorneys' fees and costs) arising out of or resulting from any actual or alleged:
- (a) violation, infringement, unauthorized use or misappropriation of any intellectual property of any third parties (including, without limitation, any trademark, service mark, copyright, patent, process, method or device) by SPONSOR or third parties authorized to act on SPONSOR's behalf, arising under or in connection with this Agreement, other than a claim that the approved use by SPONSOR of the NPF or NPS Marks infringes the copyright or trademark rights of such third parties;
 - (b) false advertising, fraud, misrepresentation or other claims related to the SPONSOR Proud Partner Material not based on a claim of right to use the NPF or NPS Marks as licensed under this Agreement;
 - (c) unauthorized use of the NPF or NPS Marks by SPONSOR or any third party acting authorized to act on its behalf;

- (d) challenge to the validity of the originally submitted SPONSOR Marks;
- (e) trademark infringement arising out of the approved use of the SPONSOR Marks as authorized in this Agreement (but not any modifications or changes made to the SPONSOR Marks by NPF or NPE);
- (f) the manufacture, sale or use of a SPONSOR product; or
- (g) breach of this Agreement by SPONSOR.

10.2 By NPF. NPF agrees to defend and indemnify SPONSOR and its officers, directors, employees and agents from and against all claims, costs, damages, liabilities, expenses and losses (including reasonable attorneys' fees and costs) arising out of or resulting from any actual or alleged:

- (a) unauthorized use of the SPONSOR Marks by NPF or any third party acting on its behalf;
- (b) challenge to the validity of the originally submitted NPF Marks;
- (c) trademark infringement arising out of the approved use of the NPF Marks as authorized in this Agreement (but not any modifications or changes made to the NPF Marks by SPONSOR); or
- (d) breach of this Agreement by NPF.

10.3 Indemnification Procedures. If any party (the "Indemnified Party") receives written notice of the commencement of any action or proceeding, the assertion of any claim by a third party or the imposition of any penalty or assessment for which indemnity may be sought pursuant to Sections 10.1 or 10.2 (a "Third Party Claim") and such Indemnified Party intends to seek indemnity pursuant to Sections 10.1 or 10.2, such Indemnified Party shall promptly provide the other party (the "Indemnifying Party") with notice of such Third Party Claim. Except in the case of claims seeking equitable relief from the Indemnified Party, the Indemnifying Party shall be entitled to assume the defense, appeal or settlement of such Third Party Claim with counsel selected by the Indemnifying Party and approved by the Indemnified Party, which approval shall not be unreasonably withheld or delayed. The Indemnified Party shall fully cooperate with the Indemnifying Party in connection therewith. The Indemnified Party shall be entitled at any time to employ, at its own expense, separate counsel to represent it; provided, however, the Indemnified Party shall be entitled to employ separate counsel to represent the Indemnified Party if, in the Indemnified Party's reasonable judgment, a conflict of interest between the Indemnified Party and the Indemnifying Party exists in respect of such claim or for claims seeking equitable relief from the Indemnified Party and in each such event, the reasonable fees and expenses of such separate counsel shall be paid by the Indemnifying Party. In the event that the Indemnifying Party fails to assume the defense, appeal or settlement

of any Third Party Claim within twenty (20) days after receipt of notice thereof from the Indemnified Party, such Indemnified Party shall have the right to undertake the defense, appeal or settlement of such Third Party Claim at the expense and for the account of the Indemnifying Party. The Indemnifying Party shall not settle any Third Party Claim the defense, appeal or settlement of which is controlled by it without the Indemnified Party's prior written consent, unless the terms of such settlement or compromise release such Indemnified Party from any and all liability or obligation with respect to such Third Party Claim.

10.4 NPS lacks legal authority to indemnify SPONSOR or NPS. The NPS may only be held responsible to SPONSOR and NPF in accordance with the provisions of applicable Federal law, for the acts and omissions of its representatives, employees, agents, and contractors connected with the performance of this Agreement.

10.5 This Section 10 shall survive termination or expiration of this Agreement.

11. Reports

SPONSOR shall keep and maintain, at its regular places of business, full, true and accurate records specifying expenditures, and promotional themes and materials used in connection with the cause-related marketing campaign. Such records shall be kept available for at least five (5) years after termination of this Agreement.

12. Key Officials

12.1 Key Officials. The personnel specified below, and their successors, shall ensure coordination and communication between the parties to the Agreement for the work to be performed. Upon written notice, a party may designate an alternate to act in the place of the designated key contact:

If to NPF:

Vin Cipolla
President and CEO
National Park Foundation
11 Dupont Circle, NW, Suite 600
Washington, D.C. 20036
Phone: 202-238-4200
FAX: 202-234-2362

If to SPONSOR:

Quinton Martin
The Coca-Cola Company
NAT2104
One Coca-Cola Plaza
Atlanta, GA 30313

If to NPS:

Christopher K. Jarvi, Associate Director
Partnerships, Interpretation and Education Volunteers, and Outdoor Recreation
National Park Service
1849 C. Street, NW
Room 3127
Washington, D.C. 20240-0001
(202) 208-6954
christopher_jarvi@nps.gov

John Piltzecker
Chief, NPS Partnership Office
National Park Service
1849 C Street, NW
Washington, DC 20240
202-354-2150
john_piltzecker@nps.gov

or to such other person or address as the parties shall furnish in writing.

13. Miscellaneous

This Agreement is subject to the below authorities and governing documents, as they currently exist or as they are amended, supplemented, or superseded.

- (a) NPS enters this Agreement pursuant to authority provided by 16 U.S.C. §§ 1-3, 6. The Foundation enters this Agreement pursuant to authority provided by 16 U.S.C. § 19 c-o.
- (b) The following also govern this Agreement:
 - (i) The agreement between the National Park Service and The National Park Foundation Regarding Corporate Campaigns Benefiting National Parks dated February 28, 2005 (the "Corporate Campaign Agreement") (Attachment A) as amended, supplemented or superseded between the NPS and the Foundation including, in particular, Article III (Definitions/Features of Corporate Campaigns, and Article IV (Principles Governing Corporate Campaigns).
 - (ii) A 2006 Agreement between the National Park Foundation and the National Park Service: Strategies, Policies and Procedures Governing Fundraising, Grant Making, Partnership

Communications and Other Partnership Activities (the "General Agreement") (Attachment B).

- (ii) NPS Director's Order 21 and associated documents.
 - (c) In the event of a conflict between the terms of this Agreement and the terms of the Corporate Campaign Agreement, the Corporate Campaign Agreement will control.
- 13.2 Appropriations. Nothing contained in this Agreement shall be construed to obligate the Department of the Interior or the United States to any current or future expenditure of funds in excess, or in advance, of the availability of appropriations from Congress nor does this Agreement obligate the NPS, the Department of the Interior or the United States to spend appropriated funds on any particular project or purpose, even if funds are available.
- 13.3 Compliance with Applicable Law. This Agreement and performance thereunder is subject to all applicable laws, regulations and management policies including those governing NPS property and resources, whether new in force or hereafter enacted or promulgated. Nothing in the Agreement shall be construed as impairing the general powers of the NPS for supervision, regulation and control of its property under such applicable laws, regulations, and management policies.
- 13.4 Enforcement of Proprietary Rights. Each party acknowledges (a) that in the event of any actual or impending breach of any of the provisions of this Agreement regarding the use of another party's proprietary marks licensed hereunder, the damages incurred by the owning or licensing Party (the "Licensing Party") may be difficult if not impossible to determine and (b) that the Licensing Party may seek injunctive relief as well as monetary damages against the other party. Such other party hereby waives any objection to injunctive relief on grounds of irreparable injury and any requirement for the securing and/or posting of any bond in connection with any such relief.
- 13.5 Dispute Resolution.
- (a) Dispute Resolution Procedures. In the event of a dispute between NPF and SPONSOR arising out of or relating to this Agreement (including those arising out of or relating to any of the documents or agreements attached as schedules or exhibits hereto), a party's performance under it, or its breach, any party may, upon notice given to the other parties, require that such dispute be resolved in the following manner.
 - (i) A senior representative of each party shall in good faith attempt to resolve such dispute within thirty (30) days after the giving of notice.

- (ii) If, after the expiration of the thirty (30)-day period set forth in the preceding paragraph, such dispute remains unresolved, then any party may, at its option, commence a binding arbitration proceeding as provided in this Section.
 - (iii) During their discussions, each party will honor the others' reasonable requests for information relating to the dispute or claim.
- (b) Arbitration. NPF and SPONSOR agree to submit any controversy or claim arising out of or relating to this Agreement, or the parties' decision to enter into this Agreement, or the breach thereof, to J.A.M.S/ENDISPUTE for final and binding arbitration between the parties pursuant to J.A.M.S/ENDISPUTE Streamlined Arbitration Rules and Procedures ("Arbitration Rules") as in force on the date of commencement of arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be held by a single arbitrator sitting in the District of Columbia who is familiar with agreements of this type, and the arbitrator shall apply the substantive law of the District of Columbia, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator shall have no power to modify any of the provisions of this Agreement or to award consequential or punitive damages except as expressly provided to the contrary in this Agreement; and the parties, as between themselves, shall be deemed to have waived any right to such damages except as expressly provided to the contrary in this Agreement. The proceedings shall be confidential and the arbitrator shall issue appropriate protective orders to safeguard both parties' confidential information. The fees of the arbitrator and J.A.M.S/ENDISPUTE shall be split equally between the parties. NPF's portion of such fees may be paid out of the cash contributions made or to be made pursuant to this Agreement.
- (c) Availability of Judicial Relief. Notwithstanding the foregoing, either SPONSOR or NPF may apply to a court of competent jurisdiction for a temporary restraining order, preliminary injunction or other equitable relief; (i) to preserve the *status quo*, or (ii) to prevent irreparable harm, including infringement of proprietary rights or (iii) to bring suit on an open account for simple moneys due under the Agreement.
- (d) The dispute resolution mechanisms of this section cannot be implemented or will be terminated if the United States initiates an administrative or judicial action involving the same or similar facts as those at issue in a dispute between NPF and SPONSOR.
- (e) This Section 13.5 shall survive termination or expiration of this Agreement for any reason.

- 13.6 Amendment. This Agreement may be amended or modified only by a written agreement signed by all the parties hereto.
- 13.7 Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by an authorized representative of the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same provision or any other provision hereof.
- 13.8 Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand (with receipt of delivery) or mailed, certified or registered mail with postage prepaid, or by telefacsimile or other electronic transmission (such mailed or electronic notice to be effective on the date receipt of such is acknowledged in a manner customary for communications of such respective type):

If to NPF:

Marcia Lamb
Executive Vice President, Development
National Park Foundation
11 Dupont Circle, NW, Suite 600
Washington, DC 20036

If to NPS:

John Pitzzecker
Chief, NPS Partnership Office
National Park Service
1849 C Street, NW
Washington, DC 20240

If to SPONSOR:

Peggy Ann West
The Coca-Cola Company
USA1242C
One Coca-Cola Plaza
Atlanta, GA 30313

or to such other person or address as the parties shall furnish in writing.

- 13.9 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party without the prior written consent of the others.

- 13.10 No Agency. No party shall represent itself as the agent or legal representative of another for any purpose whatsoever, and shall have no right to create or assume any obligation of any kind, express or implied, for or on behalf of the other party in any way whatsoever. This Agreement shall not create or be deemed to create any agency, partnership or joint venture between the parties.
- 13.11 Governing Law. NPP and SPONSOR agree that between themselves this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to conflicts of laws provisions thereof.
- 13.12 Counterparts. 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.
- 13.13 Headings. The headings of the Sections used in this Agreement and the Schedules and exhibits attached hereto are intended for convenience of reference only and shall not be considered in interpreting this Agreement.
- 13.14 Entire Agreement. With the exception of the documents referenced in this Agreement, this Agreement, (including, without limitation, the Schedules and exhibits hereto) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.
- 13.15 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions.
- 13.16 Confidentiality. All parties recognize that NPS is subject to laws pertaining to the release of information to the public and that NPS shall not be responsible in any way for the release of any information in compliance with law, and such releases shall not be considered a breach of this Agreement.
- 13.17 Entire Agreement. With the exception of documents referenced in this Agreement, this Agreement, (including, without limitation, the Attachments, the Schedules and the Exhibits hereto) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.
- 13.18 No Endorsement. No advertising or marketing materials generated in furtherance of this Agreement will state or imply NPS, Department of the Interior, or Government employee endorsement of SPONSOR's or its affiliates, brands, products, services, or enterprises. Nothing herein is intended to prevent NPS from providing appropriate donor recognition consistent with NPS donor recognition guidelines.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

NATIONAL PARK SERVICE

THE COCA-COLA COMPANY

By: Mary A. Bonar

By: Peggy Ann Winters MIT

Name: Mary Bonar

Name: Peggy Ann Winters

Title: Director

Title: V.P. Business Affairs

NATIONAL PARK FOUNDATION

By: [Signature]

Name: Vin Cipolla

Title: President and CEO

SCHEDULE A

Example of SPONSOR Cause-Related Marketing Campaign

The Coca-Cola Company, NPS and NPF jointly agree to develop marketing opportunities that provide a direct link to the National Park Centennial Challenge and the National Park Legacy Initiative and 4-Year Plan, "Doing Business in the 21st Century. Among other topics, the thematic elements of enhancement of outdoor recreation features, engagement of urban audiences, conservation, volunteerism, park philanthropy and greater public awareness around lesser-visited National Parks will be included in the scope of the activities developed.

SPONSOR will use reasonable efforts to implement highly successful cause-related marketing campaigns consistent with jointly agreed to plans of SPONSOR, NPF and NPS crafted during annual planning meetings between the parties. Examples of campaign themes include:

- **Increase Civic Engagement:** Work with NPS and NPF to develop National Park content and messaging for SPONSOR's pre-feature slides show media in many of the nation's cinemas. For example, the SPONSOR Environmental Affairs group has proposed that the slides include a 'call to action' with the NPS logo(s) and identification of NPF's website.
- **Encourage Volunteers:** Volunteering in the National Park Service can be designated as a priority community service activity for the 80,000 SPONSOR employees and their families in the US.
- **Outdoor Recreation Enhancements:** Link Coca-Cola system efforts around enhancement of park recreation features to the National Park Service Centennial Challenge. The program may include efforts to encourage Americans to be active by volunteering at their local National Park and/or supporting park philanthropy.
- **Build or Enhance Youth Programs:** Look to include National Parks in youth focused activities with Boys and Girls Clubs of America, the Boy Scouts and Girl Scouts of America, and the Camp Coca-Cola network.
- **Conservation:** Use the National Park Service as pilot sites for new innovations that focus on sustainability and energy usage.
- **Engagement of Urban Audiences:** The SPONSOR will look to develop executions around the parks that are part of the African American Experience Fund under the system multicultural marketing platform.

SCHEDULE B

Sponsorship Fees

Cash Commitment:

Year 1	\$ 500,000
Year 2	\$ 500,000
Year 3	\$ 500,000
Year 4	\$ 500,000
Year 5	\$ 500,000
Total*	\$2,500,000

* \$100,000 of each of the annual Sponsorship Fees shall be granted by NPF to the Yellowstone National Park and/or Yellowstone National Park Foundation.

Payment Schedule. The Year 1 Sponsorship Fee shall be made no later than thirty (30) days from the date of execution of this Agreement and thereafter, Sponsorship Fees shall be due on October 1 of each agreement year. NPF will invoice the SPONSOR at least thirty days prior to due date.

SCHEDULE C

NPF Marks*:

PROUD PARTNER OF AMERICA'S NATIONAL PARKS



**PROUD PARTNER OF
AMERICA'S NATIONAL PARKS**

National Park Foundation Logo



**NATIONAL PARK
FOUNDATION**

nationalparks.org

* To be used only in accordance with the Proud Partner Style Guide

SCHEDULE D

SPONSOR Marks:

COMPANY MARKS

The Coca-Cola Company

The Coca-Cola Company

SOFT DRINK

Coca-Cola

WATER



JUICE



SPORTS DRINKS



SCHEDULE E

NPS Marks



nps.gov

EXPERIENCE YOUR AMERICA™

Schedule F

Litigation/Proceedings:

None

Schedule G**Brands**

1. Coca-Cola - corporate brand and soft drink
2. Dannon - water
3. Dasani - water
4. Evian - water
5. Minute Maid - juice
6. POWERade - sports drink
7. Odwalla* - juice

* In addition to the Designation described in Section 3.2 of the Agreement, Odwalla may use the following designation at its option for all marketing and promotional activities:
"Odwalla, a Corporate Partner of the National Park Foundation."