

TRUCK ROUTING AGREEMENT

THIS TRUCK ROUTING AGREEMENT (“Agreement”) is made this ____ day of _____, 2022 (the “Effective Date”), by and between **BOTTLING GROUP, LLC**, a Delaware limited liability company (“Bottling Group”) and **HIGH POINT MASTER ASSOCIATION, INC.**, a Colorado nonprofit corporation (the “Association,” and together with Bottling Group, each a “Party” or together the “Parties”):

RECITALS

A. Bottling Group is the contract purchaser of certain real property generally located north of High Point Boulevard, east of Argonne Street, south of 72nd Avenue, and west of Himalaya Street (the “Land”), in the City and County of Denver (the “City”), as legally described and depicted on Exhibit A attached hereto.

B. Bottling Group intends to develop on the Land a beverage manufacturing facility with associated warehousing and office space (the “Facility”).

C. The Association is an owners’ association created in accordance with the Colorado Common Interest Ownership Act, CRS Section 38-33.3-101, *et seq.*, to serve a large planned community containing the Land and other real property in the vicinity of the Land.

D. The Parties desire to execute this Agreement to establish a truck route to and from the Facility and to provide the Association with a right of enforcement in the event that trucks travel on non-designated routes.

AGREEMENT

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Truck Route. From and after the completion of the Facility, as evidenced by the issuance of a certificate of occupancy therefor, except in the event of an emergency, as discussed in Section 2 below, any semi-trailer trucks or other commercial vehicles owned by or under the direct control of Bottling Group and its affiliates (“Bottling Group Trucks”) traveling to and from the Facility will travel (i) outbound from the Facility, west on the future 69th Avenue and north on Tower Road to Peña Boulevard, and (ii) inbound to the Facility from Peña Boulevard, south on Tower Road and east on the future 69th Avenue to the Facility (the “Truck Route”), as depicted on Exhibit B attached hereto. Bottling Group will use commercially reasonable efforts to ensure that any semi-trailer trucks or other commercial vehicles that are not Bottling Group Trucks traveling to and from the Facility will utilize the Truck Route.

2. Emergency. In the event of an emergency, which may include, but shall not be limited to, a road closure or blockage on any portion of the Truck Route, then Bottling Group

Trucks may travel to and from the Facility using any reasonable alternative route, except that such alternate route shall not include residential streets.

3. Violation, Notice, and Cure. In the event that Bottling Group Trucks travel to or from the Facility using a route other than the Truck Route (an “Alleged Violation”), the Association may, within ten days of the Alleged Violation, provide written notice with written documentation of the Alleged Violation to Bottling Group. If Bottling Group fails to cure the Alleged Violation within five days after written notice thereof, then the Association will have all remedies that may be available to it in law or equity.

4. Delegation of Association’s Rights. The Association may not delegate or assign its rights under this Agreement without the prior written consent of Bottling Group, in its sole and absolute discretion.

5. Third Party Beneficiaries. It is mutually agreed that enforcement of the terms and conditions of this Agreement is strictly reserved to the parties hereto, their successors and assigns, and nothing contained in this Agreement will give or allow any claim or right of action under this Agreement by any other person.

6. Amendment and Modification. The provisions of this Agreement may be modified, rescinded, or amended in whole or in part by written instrument duly executed by the Parties.

7. Termination. This Agreement shall automatically terminate upon the earlier of (i) the mutual written agreement of both Parties, or (ii) when the Facility ceases to operate on the Land.

8. Entire Agreement. It is agreed that the foregoing is the entire agreement between the Parties with respect to the subject matter hereof, and that this Agreement is complete in all its terms and provisions and shall be binding on the parties hereto and their respective representatives, heirs, successors and assigns.

9. Notices. All notices or other communication required or permitted hereunder must be in writing and addressed as set forth below, and will be deemed received upon the earlier of: (i) the date of delivery to the address of the person to receive such notice, if personally delivered; (ii) the business day following its deposit in an overnight mail facility if sent by overnight mail (Federal Express or the like); (iii) four business days after the date of posting by the United States Postal Service, if sent by registered or certified mail, postage prepaid, return receipt requested; or (iv) when sent, if given by email:

Bottling Group:

Bottling Group, LLC

c/o PepsiCo Global Real Estate
700 Anderson Hill Road
Purchase, NY 10577
Attention: Martyn Wallace

Email: martyn.wallace1@pepsico.com

With a copy to:

Otten Johnson Robinson Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attention: Brian J. Connolly
Email: bconnolly@ottenjohnson.com

Association:

High Point Master Association, Inc.

c/o MSI, LLC
11002 Benton Street
Westminster, CO 80020
Email: info@msiho.com

Any address fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section 9.

10. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect so long as the enforcement of the remaining provisions would not be inequitable to the party against whom they are being enforced under the facts and circumstances then pertaining, or substantially deprive such party of the benefit of its bargain.

11. Counterparts. The parties may execute this Agreement in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

12. Governing Law. The terms, covenants and provisions of this Agreement will be governed by and construed under applicable laws of the State of Colorado. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be brought in the City and County of Denver, Colorado.

13. Legal Fees. In the event of any legal action arising out of or related to this Agreement, the prevailing Party in such action shall be entitled to an award of its legal fees and costs, including any legal fees and costs incurred on appeal.

14. Indemnification. The Parties hereby indemnify and save harmless each other from and against any and all loss, damage, liability, claims, demands, cost or expense, including attorney fees and costs of litigation, arising from or in any way attributable to the negligent or willful actions

or inactions by themselves, their employees, directors, officers, subcontractors including, without limitation, injuries or deaths to persons and damage to property.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this instrument on the date first above written.

BOTTLING GROUP:

BOTTLING GROUP, LLC
a Delaware limited liability company

By: _____

Name: _____

Its: _____

ASSOCIATION:

HIGH POINT MASTER ASSOCIATION, INC.

By: _____

Name: _____

Its: _____

EXHIBIT A

Legal Description and Depiction of the Land

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, S00°29'06"W A DISTANCE OF 1410.41 FEET;

THENCE N89°31'42"W A DISTANCE OF 2646.34 FEET;

THENCE S00°40'12"W A DISTANCE OF 482.58 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF HIGH POINT BOULEVARD;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) CONSECUTIVE COURSES;

- 1) N89°19'48"W A DISTANCE OF 42.00 FEET;
- 2) THENCE 195.76 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 89°43'46", AND A CHORD WHICH BEARS S45°32'05"W A DISTANCE OF 176.36 FEET TO A POINT OF REVERSE CURVATURE;
- 3) THENCE 550.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 799.00 FEET, A CENTRAL ANGLE OF 39°28'53", AND A CHORD WHICH BEARS S70°39'31"W A DISTANCE OF 539.75 FEET TO A POINT ON THE EASTERLY LINE OF TRACT F, WEST FORK OPEN SPACE;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FIFTEEN (15) CONSECUTIVE COURSES;

- 1) N39°04'55"W A DISTANCE OF 77.00 FEET;
- 2) THENCE 20.60 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 876.00 FEET, A CENTRAL ANGLE OF 01°20'51", AND A CHORD WHICH BEARS S50°14'39"W A DISTANCE OF 20.60 FEET TO A POINT OF REVERSE CURVATURE;
- 3) THENCE 554.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 235.00 FEET, A CENTRAL ANGLE OF 135°08'16", AND A CHORD

WHICH BEARS N62°51'38"W A DISTANCE OF 434.44 FEET TO A POINT OF REVERSE CURVATURE;

- 4) THENCE 438.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 62°45'30", AND A CHORD WHICH BEARS N26°40'15"W A DISTANCE OF 416.56 FEET;
- 5) THENCE N58°03'00"W A DISTANCE OF 89.62 FEET TO A POINT OF CURVATURE;
- 6) THENCE 80.02 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 57°18'36", AND A CHORD WHICH BEARS N29°23'42"W A DISTANCE OF 76.73 FEET;
- 7) THENCE N00°44'25"W A DISTANCE OF 235.61 FEET TO A POINT OF CURVATURE;
- 8) THENCE 169.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 620.00 FEET, A CENTRAL ANGLE OF 15°39'56", AND A CHORD WHICH BEARS N08°34'23"W A DISTANCE OF 168.99 FEET;
- 9) THENCE N16°24'21"W A DISTANCE OF 195.66 FEET TO A POINT OF CURVATURE;
- 10) THENCE 122.03 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 45°06'33", AND A CHORD WHICH BEARS N06°08'55"E A DISTANCE OF 118.90 FEET;
- 11) THENCE N28°42'11"E A DISTANCE OF 258.32 FEET TO A POINT OF CURVATURE;
- 12) THENCE 263.18 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 40°45'16", AND A CHORD WHICH BEARS N08°19'34"E A DISTANCE OF 257.67 FEET TO A POINT OF REVERSE CURVATURE;
- 13) THENCE 44.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 51°05'26", AND A CHORD WHICH BEARS N13°29'39"E A DISTANCE OF 43.12 FEET TO A POINT OF REVERSE CURVATURE;
- 14) THENCE 151.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 32°09'25", AND A CHORD WHICH BEARS N22°57'39"E A DISTANCE OF 149.55 FEET;
- 15) THENCE N06°52'57"E A DISTANCE OF 77.29 FEET TO A POINT ON THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3;

THENCE ALONG THE NORTHERLY LINE, S89°54'36"E A DISTANCE OF 1282.45 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 3;

THENCE ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, S89°56'18"E A DISTANCE OF 2641.92 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS

BEARINGS ARE BASED ON AN ASSUMED BEARING OF S89°54'36"E ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP PLS #20699 IN RANGE BOX AT THE NORTHWEST CORNER AND A FOUND 3-1/4" ALUMINUM CAP PLS #25379 AT THE NORTH QUARTER CORNER.

EXHIBIT B

Depiction of the Truck Route

