

State of Maine
Kennebec, ss.

Superior Court

In re: Pepsi-Cola Bottling Co.)
of Bangor) ASSURANCE OF DISCONTINUANCE

A. Pursuant to Title 5, M.R.S.A., § 210, Pepsi-Cola Bottling Co. of Bangor, a Maine corporation, tenders hereby, without admission with respect to any issue and without this Assurance of Discontinuance constituting evidence or an admission with respect to any issue, other than as provided by Title 5, M.R.S.A., § 210, its assurance of discontinuance of the practice of providing carton coolers to certain of its customers engaged in the retail sale of soda, upon terms not accorded, proportionately, to all of its customers engaged in such retail sales. It shall not be a violation of this Assurance for Pepsi-Cola Bottling Co. of Bangor to engage in the described practice for the purpose of a good-faith meeting of competition as that affirmative defense has been allowed under § 2(e) of the Robinson-Patman Act (15 U.S.C. § 13(e)).

B. Pepsi-Cola Bottling Co. of Bangor stipulates that any and all carton coolers currently in place pursuant to the described practice and which will be sold to any of its retail customers in compliance with this Assurance, will be so sold at a price not less than the cost of the carton cooler to Pepsi-Cola

VC

Bottling Co. of Bangor, less the yearly depreciation calculated on a straight-line basis from the date of purchase of the cooler by the Company.

Dated:

Rudolph F. Haffenreffer IV
President

State of Maine
Penobscot, ss.

The foregoing instrument was acknowledged before me the _____ day of _____, 1976, by Rudolph F. Haffenreffer IV, President of Pepsi-Cola Bottling Co. of Bangor, a Maine corporation, on behalf of the Corporation.

Notary Public