

**RACK USAGE ADDENDUM**

This Rack Usage Addendum is entered into effective as of the date reflected in the signature block below by and between McLane Company, Inc. ("McLane") and the retailer named in the signature block below ("Customer"), and serves to supplement the provisions of the Distribution Service Agreement (or contract of similar name and substance) between the parties dated \_\_\_\_\_ (the "DSA").

1. Customer purchases various goods from McLane through the DSA. Customer will allow McLane the right to place racks owned by McLane in Customer's store(s) and to display in such racks the goods purchased from McLane that are listed in Exhibit A to this Addendum (the "Goods"). McLane may revise the Goods listed in Exhibit A from time to time at its sole judgment and discretion.
2. McLane shall pay Customer a rack placement fee of \$100 per placed rack within 30 days after the end of the first 6-month period commencing from the date the rack is placed in Customer's store, and again within 30 days after the end of each subsequent 6-month period thereafter.
3. McLane shall determine, in its sole judgment and discretion, the placement location of each of the racks within Customer's store(s) and the placement of the Goods on each of the racks. Customer will not place or permit the placement of any products or items on the racks other than the Goods. Customer shall be responsible for any and all damages to the rack not caused solely by McLane.
4. This Addendum will commence on the date reflected in the signature block and will continue until the earlier of (i) the second anniversary of the date reflected in the signature block below, or (ii) any termination of the DSA. In addition, McLane may terminate this Addendum upon 60 days' notice if Customer fails to comply with any of the terms of this Addendum.
5. This Addendum is limited as specified and does not constitute a modification, amendment or waiver of any other provision of the DSA. Except as specifically amended by this Addendum, all terms and conditions of the DSA apply to this Addendum and the DSA remains in full force and effect and is hereby ratified and confirmed. This Addendum may be executed in counterparts, each of which is to be deemed an original, and all of which constitute one and the same instrument. The laws of the state of Texas, other than its conflict of law rules, govern this Addendum.

The parties have executed this Addendum effective as of the date set forth below.

Dated: \_\_\_\_\_, 201\_\_

McLane Company, Inc.  
4747 McLane Parkway  
Temple, Texas 76504

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title