

**Randalls**

*Simon David*

**Tom Thumb**

September 1, 2010

CODY STRINGER  
OLD MAROON RUGBY FOOTBALL CLUB  
18213 LURA LN  
JONESTOWN TX 78645-3426

DEAR CODY STRINGER:

Your application for Randalls/Tom Thumb Good Neighbor program has been processed and we are pleased to inform you that the account number for your organization is 12453. **In order to keep the account number active, you must carefully read, sign and return the enclosed Terms and Conditions. We must receive the signed Terms and Conditions within 30 days or your Good Neighbor number will be terminated. Once a number has been terminated, it cannot be reactivated.** We suggest you retain a copy of this agreement for your files.

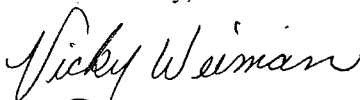
To ensure your organization receives the highest possible return, you must communicate the account number to your members and supporters of your group. Your members can then link your organizations Good Neighbor account number to their Remarkable/Reward Card by simply filling out an application available at the Courtesy Booth. We'll take care of getting your group's account number activated on the customer's card. From that point on, their grocery purchases will be recorded automatically to your organization's Good Neighbor account. We will keep a running total, and each quarter, we will send your organization a check for one percent of the total amount. The following are suggestions for communicating your organization's number:

- **Print the number in your newsletter or bulletin**
- **Create and hang flyers and posters**
- **Mail flyers to your members/supporters**
- **Announce the account number at meetings**

We are astounded by the program's success and are proud to report that we have over 9,000 organizations enrolled. We know that the success of this program is due to how easy it is for our customers to participate and the direct benefit of our Remarkable/Reward Card to each cardholder. By using the card, our customers save money, earn air miles, rent videos, and enter contests while supporting their favorite organization.

Thank you for choosing Randalls/Tom Thumb Good Neighbor program as the ideal fundraising mechanism for your organization.

Sincerely,

  
Vicky Weiman

enclosure: Terms and Conditions

**RANDALLS/TOM THUMB FOOD MARKETS GOOD NEIGHBOR PROGRAM**  
**-TERMS AND CONDITIONS-**

The Randalls/Tom Thumb Food Markets Good Neighbor Program provides donations to schools, churches and non-profit organizations based on the qualified sales of customers who have elected to participate in the Program.

**Recipient:** OLD MAROON RUGBY FOOTBALL CLUB

**Good Neighbor Number:** 12453

**Date of Agreement:** 09/01/2010

**Donation Amount:** From Date of Agreement to Dec. 31, 2010, Randalls/Tom Thumb shall pay to Recipient the following refund percentage amount: 1% based on quarterly purchases

**Example:**

**Accumulated purchases total = \$176,900**  
**Percent donated = 1%**  
**Dollar amount of donation to your organization = \$1,769**

Unless previously terminated, this agreement will automatically renew for a period of one year.

Randalls/Tom Thumb reserves the right to evaluate the program and the above stated percentages and make any changes at any time. Recipient will be given thirty (30) days notice of any changes to the program.

Randalls/Tom Thumb reserves the right, for any reason, to cancel or modify the terms and conditions and membership in the Randalls/Tom Thumb Good Neighbor Program upon a ten (10) day written notice to Recipient.

**Payment Schedule:** All payments shall be based on calendar quarters. Period end will be the following dates:

March 31, June 30, September 30, December 31. All accounts will be paid out at the end of each calendar quarter. Recipient will receive donation amount of 1% of Qualified Sales from Qualified Customers. Checks will be issued for payments of \$25.00 or more. At the end of each quarter, all accounts will be totaled and will revert back to \$0. If purchases total less than \$2,500 your purchases automatically will be carried over to the next quarter, until the end of the fourth quarter when all accounts will be paid out and reset to \$0. All accounts will be paid out at the end of each calendar year. Recipient will receive payment in the form of a check.

\***“Qualified Sales”** means a customer’s total purchase excluding alcohol, tobacco and taxes. **“Qualified Customer”** means a customer who has elected to participate in the Good Neighbor Program and designated Recipient to receive proceeds in accordance with this program and its rules. All participants must be in good standing with Randalls/Tom Thumb with no outstanding debts to Randalls Food Markets, Inc.

**Payment:** All proceeds from this program must be used for a charitable purpose and cannot be used for political, legal or administrative purposes. Randalls/Tom Thumb may off-set and apply any of the refund percentage amounts payable hereunder against any of Recipient’s obligations to Randalls/Tom Thumb.

**Limitation of Liability:** Recipient agrees that Randalls/Tom Thumb shall not be liable for any special, direct, indirect, consequential or incidental damages relating to this agreement or the Good Neighbor Program.

**Use of Recipient’s Name:** Recipient hereby grants to Randalls/Tom Thumb the right to use Recipient’s name and trademarks in promotional materials for the Good Neighbor Program.


**Qualifications:** Participation in the Good Neighbor Program is limited to schools, churches and organizations approved by Randalls in its sole discretion. Randalls/Tom Thumb reserves the right to disqualify any school, church or organization if, within its sole discretion, a participant has abused the program or has made false statements to Randalls/Tom Thumb.

**TO KEEP YOUR ORGANIZATION’S NUMBER ACTIVE --**

**Please sign below to signify your acceptance of the above terms and conditions and return to:**  
**Randalls/Tom Thumb Good Neighbor Program - P.O. Box 4506 - Houston, Texas 77210-4506.**

CODY STRINGER

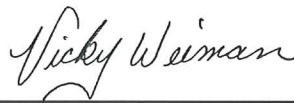
Printed Name of Recipient Representative



Signature of Representative

Vicky Weiman

Printed Name of Randalls/Tom Thumb Representative



Signature of Representative