

**GRANT AGREEMENT BETWEEN CITY OF SANTA ANA AND
STREETFOOTBALLWORLD**

THIS AGREEMENT is made and entered into on this _____ day of July, 2022 by and between streetfootballworld plus GmbH, (“Grantor”) a limited liability company based in Berlin, Germany, acting as the service provider within the Lay’s RePlay project which is funded by Frito-Lay Trading Company and UEFA Foundation for Children, and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City” or “Grantee”).

RECITALS

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

- A. City has been selected to be part of Lay’s RePlay project. The Lay’s RePlay project handbook 2021 is incorporated herein by reference. As part of the Lay’s RePlay project, Lay’s has partnered with the UEFA Foundation for Children to “bring football pitches to communities across the world, creating a place for them to play the world’s favorite sport;”
- B. Lay’s reuses empty chip bags, giving them a second life, and transforms those bags into football (i.e. soccer) pitches;
- C. The RePlay project football pitch will have a net zero carbon footprint when compared to equivalent 3G installation and will include pitch contents that are 100% recyclable;
- D. Lay’s RePlay project has already installed football pitches in Johannesburg, South Africa; Leicester, United Kingdom; Turin, Italy and Sao Paulo, Brazil; and
- E. The City of Santa Ana will be the first location in Northern America to have the Lay’s RePlay project football pitch installed.

1. GRANT PROVISIONS

A. General Provisions

The Grantor and City have a mutual responsibility to exercise good faith and fairness in all dealings.

B. Installation of Football Pitch

- 1) Grantor, as part of the Lay’s RePlay project, and working with its Lay’s RePlay project partners UEFA Foundation for Children, Frito-Lay Trading Company, and TenCate Grass/GreenFields will have installed a football pitch (“Pitch”) at City’s Cesar Chavez Campesino Park (“Park”).
- 2) Installation of the Pitch shall also include LED lighting and fencing.

- 3) Installation of the Pitch, LED lighting, fencing and the support of the RePlay partners through this Grant Agreement shall have a value equivalent to approximately one hundred and fifty thousand dollars (\$150,000.00). The grant is funded by Frito-Lay Trading Company and UEFA Foundation for children.
- 4) City shall not pay any amount for installation of the Pitch.
- 5) Pitch will be in a location at the Park designated by City that is a minimum of 30 meters x 20 meters. Pitch specifications are outlined generally in the Lay's RePlay Handbook 2021 attached hereto as Exhibit A. The estimated site plan overview is outlined in Exhibit B.
- 6) Pitch will consist of a five-sided community soccer field.
- 7) Grantor shall ensure that installation of Pitch conforms to all applicable federal, state and local law.
- 8) Grantor shall ensure that RePlay partners and/or any subcontractors installing the Pitch shall obtain all required permits and approvals.
- 9) Grantor shall ensure that RePlay partners and/or any subcontractors installing the Pitch shall comply with all applicable building codes.
- 10) Once Pitch is installed City commits for a period of ten (10) years from the date of completion of installation to make Pitch available on mutually agreeable dates and time as part of the implementation and programming run by PureGame, an Orange County non-profit youth sports organization. In the event that PureGame is no longer in existence or otherwise unable to provide programming for the Pitch, City commits to work with another mutually agreeable local non-profit organization that conducts youth sports programming. Programming by PureGame or any other local non-profit organization for the Pitch will be subject to a separate agreement between the City and PureGame or other non-profit.
- 11) Upon completion of installation, Pitch will be maintained in accordance with its vendor's recommendations for user safety.
- 12) Upon completion of installation, payment of all subcontractors and acceptance of Pitch by City, City will become responsible for the continued maintenance of Pitch.

C. Branding of Football Pitch

- 1) Branding set forth in this subsection will be required for a period of ten (10) years from the date of completion of installation.
- 2) City agrees to allow certain specified branding elements to remain permanently affixed to the Pitch. These branding elements include on turf branding consisting of a center circle with the Lay's logo and a rectangular UEFA Foundation for children logo.
- 3) City agrees to allow for the installation of four (4) fixed boards at the entrance to the Pitch.
- 4) City agrees that side panels and rebound walls of the Pitch will be branded with the logos of streetfootballworld, Lay's RePlay, and/or UEFA Foundation for children.
- 5) The branding is outlined generally in the Lay's RePlay Handbook 2021 attached hereto as Exhibit A.
- 6) Grantor and/or Lay's RePlay partners or subcontractors shall obtain all necessary permits and approvals for signage containing branding.
- 7) Grantor and/or Lay's RePlay partners may remove any branding required by this subsection at any time and for any reason during the Agreement.

D. Limit on Advertising/Promotion

- 1) For the first twelve (12) months after completion of installation, City agrees not to promote any activities on the Pitch at the Park funded by commercial sponsors other than PepsiCo.
- 2) For the first ten (10) years after completion of installation, City agrees not to promote any activities on the Pitch at the Park funded by any company selling packaged snacks or soft drinks.

2. TERM

This Grant Agreement shall commence on the date first written above for a period of ten (10) years and may be extended by a writing signed by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

3. INDEPENDENT CONTRACTOR

Grantor and all of Grantor's partners under Lay's Replay project shall, during the entire term of this Agreement, be construed to be independent contractors and not an employee(s) of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Grantor and Grantor's partners perform the services which are the subject matter of this Grant Agreement; however, the services to be provided by Grantor and its partners shall be provided in a manner consistent with all applicable standards and regulations governing such services. Grantor and its partners shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

4. INSURANCE

Grantor shall procure and maintain from beginning of the construction works until acceptance of the installed Pitch by City, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Grantor and/or any project partner(s), their agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE- Coverage shall be at least as broad as:

- 1) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply

separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- 2) **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
 - 3) **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- B. If the Grantor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Grantor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- C. **Other Insurance Provisions-** The insurance policies are to contain, or be endorsed to contain, the following provisions:
- 1) ***Additional Insured Status-*** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Grantor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 2037 if a later edition is used).
 - 2) ***Primary Coverage-*** For any claims related to this grant agreement, the Grantor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Grantor's insurance and shall not contribute with it.
 - 3) ***Notice of Cancellation-*** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
 - 4) ***Waiver of Subrogation-*** Grantor hereby grants to City a waiver of any right to subrogation, which any insurer of Grantor may acquire against the City by virtue of the payment of any loss under such insurance.

Grantor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

- D. ***Self-Insured Retentions***- Self-insured retentions must be declared to and approved by the City. The City may require Grantor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- E. ***Acceptability of Insurers***- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
- F. ***Verification of Coverage***- Grantor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Grantor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- G. ***Special Risks or Circumstances***- City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- H. Grantor will require all partners, subcontractors or other entities performing work pursuant to this Agreement to provide insurance coverage as required in this subsection of the Agreement.

5. PREVAILING WAGE

Grantor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Grantor agrees to fully comply with such Prevailing Wage Laws and Grantor agrees that all RePlay partners or subcontractors will be required to comply with all Prevailing Wage Laws. Grantor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

6. INDEMNIFICATION

Grantor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the construction and installation services of the Pitch described in section 1 of this Agreement except that the indemnification obligation of Grantor for the maintenance of the Pitch shall cease once the ownership of the Pitch passes to the City as specified in Section 1B(12) of this Agreement. Notwithstanding the foregoing, to the extent services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Grantor.

7. INTELLECTUAL PROPERTY INDEMNIFICATION

Grantor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the branding, signage or documents provided by Grantor or RePlay project partners to the City pursuant to this Agreement.

8. CONFIDENTIALITY

If Grantor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Grantor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Grantor disclosed in a publicly available source; (c) is in rightful possession of the Grantor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Grantor without reference to information disclosed by the City.

9. CONFLICT OF INTEREST CLAUSE

Grantor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

10. NON-DISCRIMINATION

Grantor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Grantor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

11. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Grantor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Grantor. The parties agree that any terms or conditions of any document that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Grantor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

12. TERMINATION

This Agreement may be terminated by either Grantor or the City for good cause.

A. Good cause shall include:

- 1) The other Party (1) entering voluntarily into liquidation, or at any time prior to the expiration of the term of this Agreement, ceasing to carry on business for whatever reason, or (2) breach of any material term of this Agreement that is not cured within thirty (30) days of written notice of such breach by the other Party;
- 2) The other Party files for bankruptcy or the Party's assets are subject to foreclosure proceedings that are not cancelled within four (4) weeks; and/or
- 3) There is a significant deterioration in the other Party's financial situation.

B. Notice of termination must be made in writing to the address set forth in this Agreement.

C. City acknowledges that Grantor and the RePlay partners have invested substantial time and money in the development of Lay's RePlay pitch. In the event that City terminates this Agreement prior to the end of the term, City understands that Grantor and its partners will in turn assess whether the investment period has reached its maturity and breakeven point, including a cost analysis. Grantor and the RePlay partners will determine whether the Pitch, its amenities, its branding, and its visible logos will remain intact in their intended form on the provided location of the Pitch or whether it would be dismantled to serve its

purpose elsewhere.

13. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

14. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

15. PROFESSIONAL LICENSES

Grantor shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies either by Grantor or by Grantor's subcontractors. Grantor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

16. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988

With courtesy copies to:

Executive Director, Parks, Recreation and
Community Services Agency
City of Santa Ana
20 Civic Center Plaza (M-xx)
P.O. Box 1988
Santa Ana, California 92702

To Grantor:

streetfootballworld plus GmbH
Waldenserstr. 2-4, Entrance E
10551 Berlin, Germany
Attention: Johannes Axster, Managing Director

And Agent for Service of Process:

Ms. Lillie Barret-O'Keefe
195 Plymouth Street #509
Brooklyn, NY 112201

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

17. ACCEPTANCE OF SERVICE OF PROCESS

In the event that Grantee is served with a lawsuit or to other service of process related to or regarding this Grant Agreement, Grantor agrees and specifically accepts that service of process shall be made on Grantor's designated agent for service noted below. Grantor agrees that said agent for service is authorized to accept service of process on behalf of streetfootballworld and that streetfootballworld expressly agrees to be bound by the terms of this Agreement and to be subject to personal jurisdiction in Orange County, California, United States of America.

Agent for Service of Process: Ms. Lillie Barret- O'Keefe
195 Plymouth Street #509
Brooklyn, NY 112201

18. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. This Agreement may be signed electronically and in counterparts with all counterparts being compiled into one original Agreement.
- c. The Agreement is the final and complete agreement and any prior or contemporaneous agreements for similar services between the parties is superseded by this Agreement. This shall not apply where the Parties are currently engaged and Grantor is providing services not contemplated by this Agreement.
- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

Daisy Gomez
Clerk of the Council

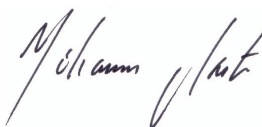
Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

GRANTOR:

By: Laura A. Rossini
Laura A. Rossini
Chief Assistant City Attorney


Johannes Axster
Managing Director
Streetfootballworld plus

RECOMMENDED FOR APPROVAL:

Executive Director
Parks, Recreation & Community Services Agency

EXHIBIT A

Lay's RePlay Handbook 2021



Lay's RePlay

HANDBOOK

2021



What does the name represent?

Speaks to:

- Creating moments of joy through the positive power of football
- Reinvention and reusing our packs

L a y RePlay

Speaks to:

- Putting packs to good use for the positive power of play



Lay's RePlay project summary



In partnership with the UEFA Foundation and streetfootballworld, Lay's is bringing football pitches to communities across the world, creating a place for them to play the world's favorite sport by reusing empty crisp packs to give them a second life, transforming them into football pitches

2021 Locations and Timelines



L a y ' s R e P l a y p r o j e c t c o m p o n e n

1

The Pitch

Providing sustainable infrastructure to local communities in the form of 5-a-side artificial turf pitches, made with reused chip packs and are fully recyclable at the end of their life span



2

Programming

Working with local partners to build long-term educational sporting programmes, using the positive power of play and football to address social issues impacting local communities



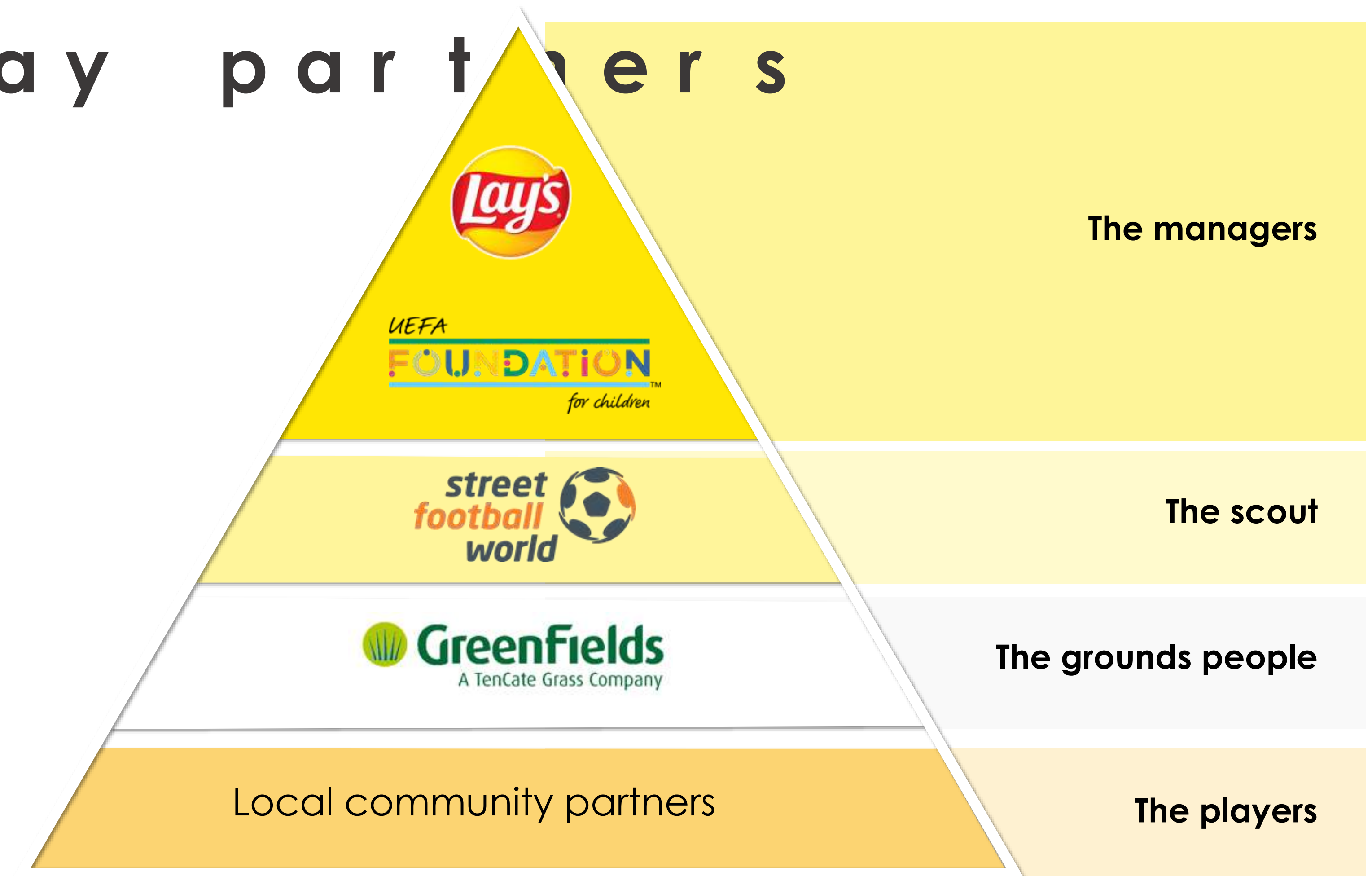
!

Important: All programming should be dedicated to >12 year olds according to PepsiCo marketing to kids guardrails, but this will be checked and reinforced according to local market regulations / internal code of conduct

Lay's RePlay partners

There are a number of partners involved with Lay's RePlay.

Each has been working hand in hand from the outset to guarantee the credibility and long-term impact of this initiative, leverage each other's support networks, find efficiencies and ensure the best outcomes.



Lay's RePlay partners



Who they are:

UEFA's corporate and social responsibility arm, supporting charity football projects aimed at helping and safeguarding children across the globe.

How they are involved in Lay's RePlay:

- Lay's has worked with UEFA Foundation for Children on several campaigns. Together, they've given communities across the world access to football, including a previous project in the Za'atari and Azraq refugee camps.



Who they are:

Leading international organization that harnesses the power of Football For Good to tackle social challenges.

How they are involved in Lay's RePlay:

- Global project enabler.
- Manage and support local community partners with 'on the ground' work with local authorities and communities.
- Responsible for development of long-term commitment programs.



Who they are:

Global supplier of artificial football pitches.

How they are involved in Lay's RePlay:

- Responsible for the delivery of the Lay's RePlay pitches.

LOCAL COMMUNITY PARTNERS



Who they are:

Local charitable organizations.

How they are involved in Lay's RePlay:

- Ongoing implementation and management of local long- term social impact program.



Environmental impact and NetZero pitches

Lay's have worked with Good Business, a sustainability measurement and evaluation consultancy, to conduct and analyse the environmental impact of the initiative.

Top line findings

A Lay's RePlay pitch will:

- Reduce GHG emissions by between 62% and 65%
- Decrease microplastic pollution by more than 99%
- Include pitch contents that are 100% recyclable
- Have a net zero carbon footprint

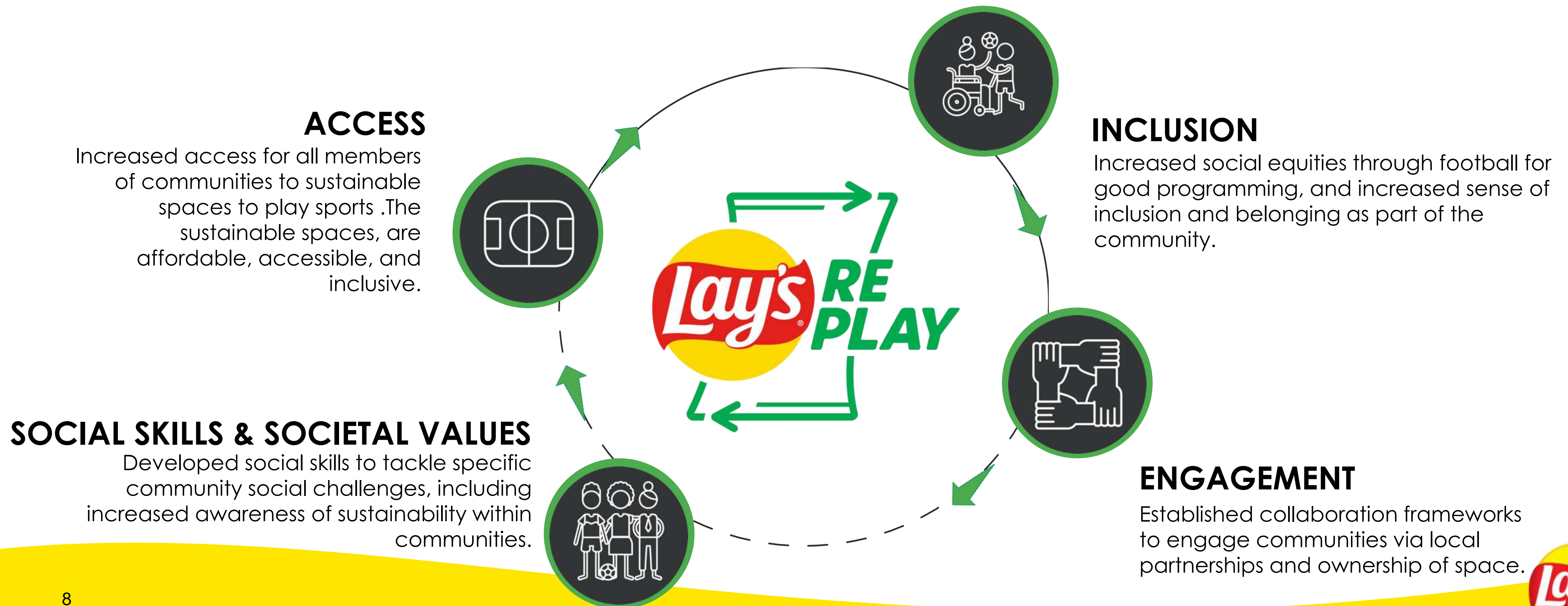
All compared to the equivalent 3G installation

Lay's have made a NetZero commitment for all Lay's RePlay pitches, by offsetting all carbon emissions associated with the build of the pitches



More than just infrastructure

The Lay's RePlay project is multifaceted with several components. After constructing the sustainable Lay's pitch through local stakeholder and community coordination, a 12-month social cohesion programme is launched and delivered on the pitch. The Lay's RePlay project impact pillars are:



Pitch Concept



The 5-a-side artificial turf football pitch is ideal for locations where communities have limited space to be active, participate in programmes, and enjoy the game. As a standard, a 40x20m space with buffer parameters is required; but considerations are made if the identified land size differs.

The infrastructure project involves multiple stakeholders collaborating to realise and complete the Lay's RePlay pitch. On average, each project may take up to 8 months for completion, with the bulk of the time invested in securing land permits and fostering relationships with landowners (usually the government).

During this period, the proper infrastructure plans are already in the making; including the development of technical specifications and required materials, close coordination with the community, its role and engagement around the pitch before, during, and after completion of the construction. In parallel, chips packs collection campaigns are coordinated by the Local PepsiCo branches in different countries.

After the design process, technical details definition, and securing land and construction permits, the construction process begins.

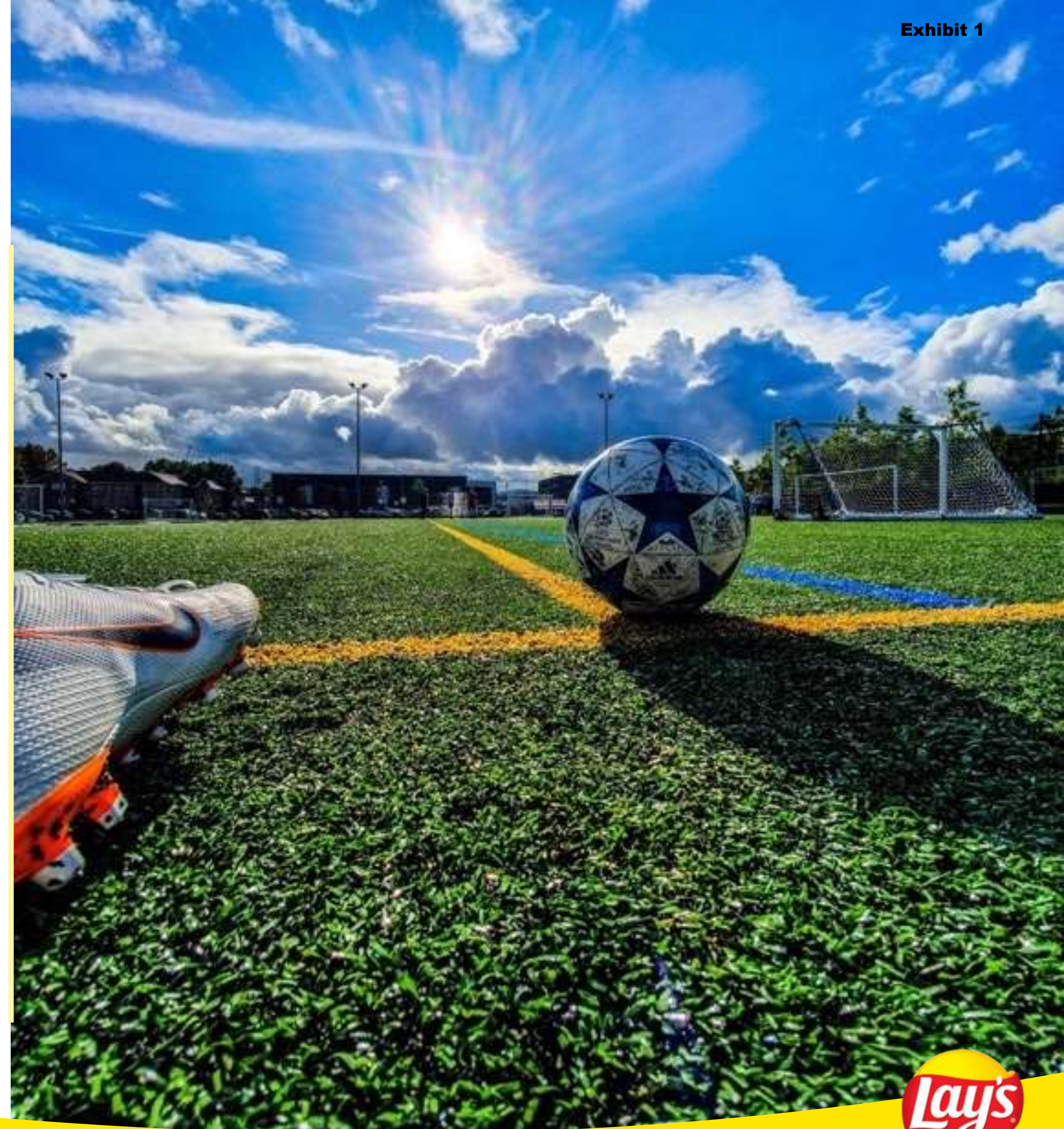
Pitch Construction

Lay's RePlay pitch construction usually is (but not exclusively) coordinated by Greenfields, a pitch construction company based in the Netherlands.

streetfootballworld and Greenfields have already worked on implementing multiple community pitches and PepsiCo commissioned Greenfields to integrate the Lay's chips pack recycled material into the construction of Lay's RePlay pitches.

The pitch construction process is detailed on the next page.

The additional elements, including fencing, goals, and other elements will then be installed around the pitch by approved local contractors.



How it works

1

Collection
From local waste & recycling partnerships



2

Pelletization
Bags are washed, shredded & pelletized



3

Installation
Pellets create Ecocept layer of final pitch



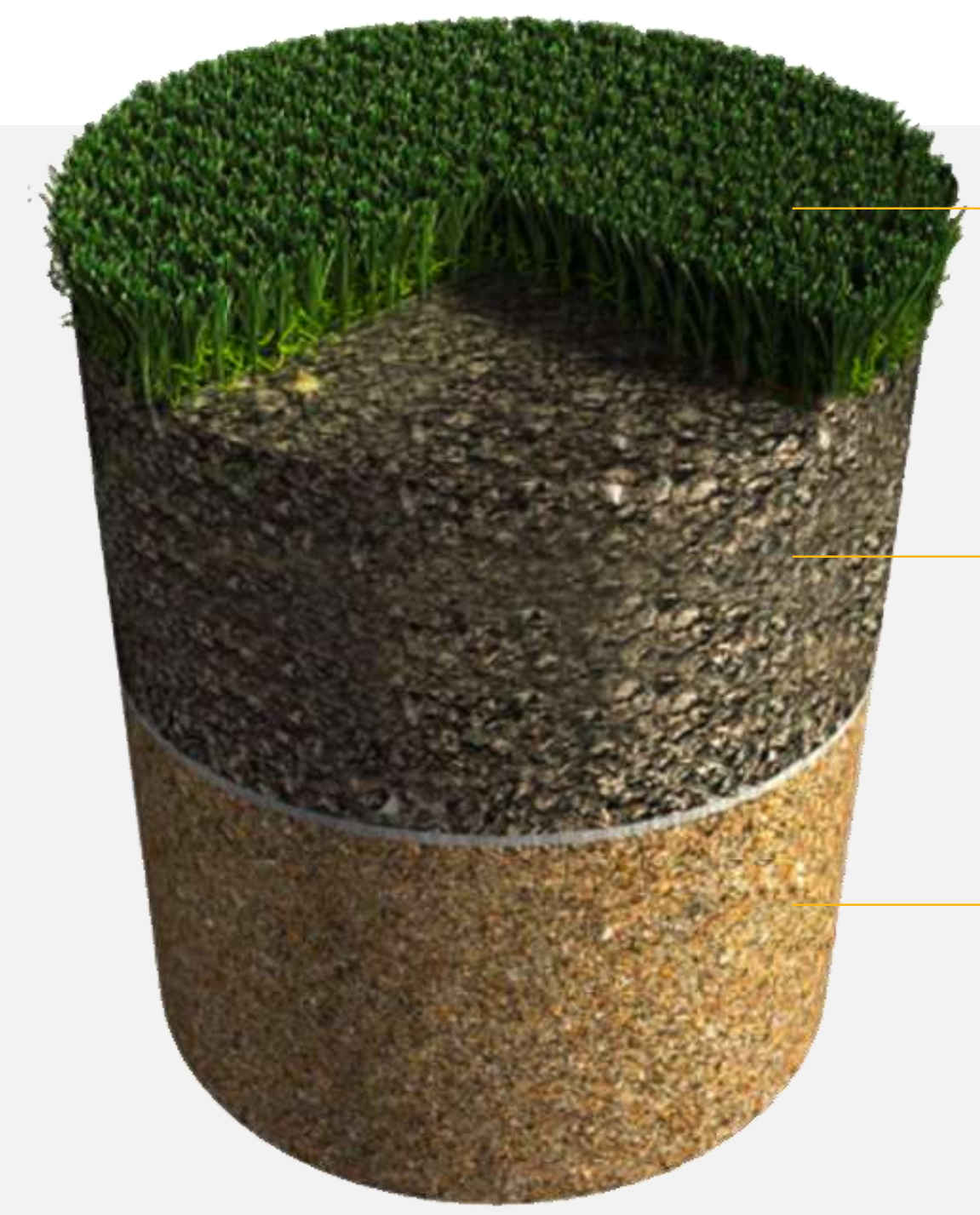
4

Finalization
Turf is laid on top of the Ecocept



5

Joy
Communities playing on planet friendly pitches



Artificial turf

Ecocept™
Made with Lay's pellets

Subbase
Local ground material

Advantages of using recycled materials



Less weight creates less carbon emissions



Increased cycle of life creates efficiencies



Less disruption in surrounding neighborhoods



Better sports performance with less deformation



Pitch Branding

Branding is an integral part of the project; as such, it needs to be addressed as one of the first steps to confirm the project's feasibility in any location. As part of their role as pitch-build and community coordinators, local partners ensure that the pitch branding scheme receives the necessary permits and approvals. This is the case for the fixed branding elements (such as on-turf branding and pitch boards), removable branding (such as banners, roll-ups, backdrops, and flags, among others), and the branded equipment to be used during programmes (such as kits, balls, etc.).

As part of the local coordination efforts, the partners liaise with local authorities to ensure that the proposed branding scheme is in line with the requirements and regulations in place for the identified location of intervention.

Written confirmations on the branding scheme, issued by the relevant local authorities, should be secured as one of the first steps to move forward with project implementation.



Pitch Branding



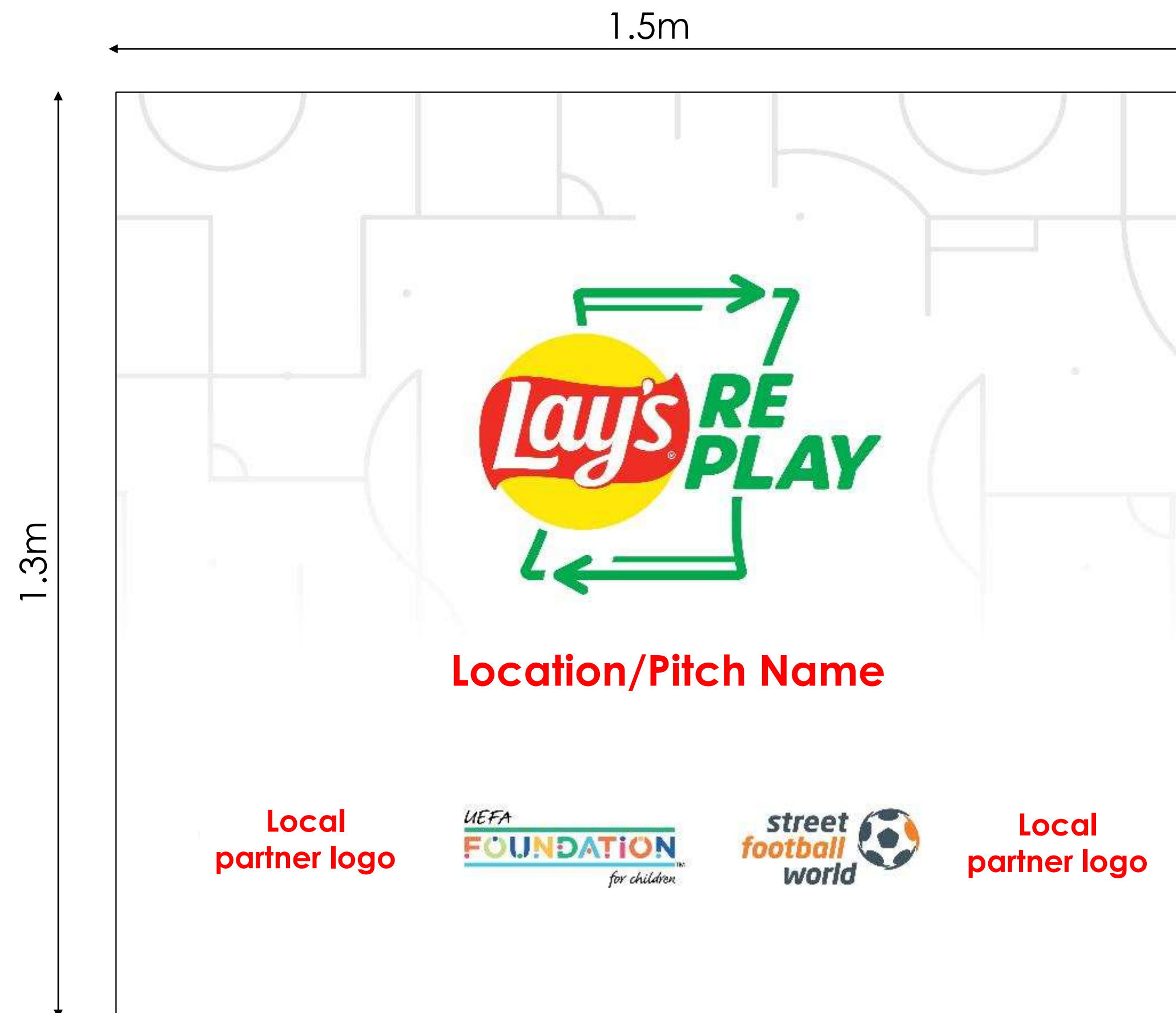
On-turf and pitch-side branding

The Lay's RePlay pitches have a set of fixed branding elements:

- on-turf: Lay's centre circle and UEFA Foundation rectangular logo in proximity of the centre line;
- pitch sides: flowing global partners logos
- boards: name board, sustainability board, pitch rules, and pitch values. (following slides)
- All assets will be provided by PepsiCo



Branding Boards



Name board: the name of the pitch is decided together with local partners and the community. All partner logos included

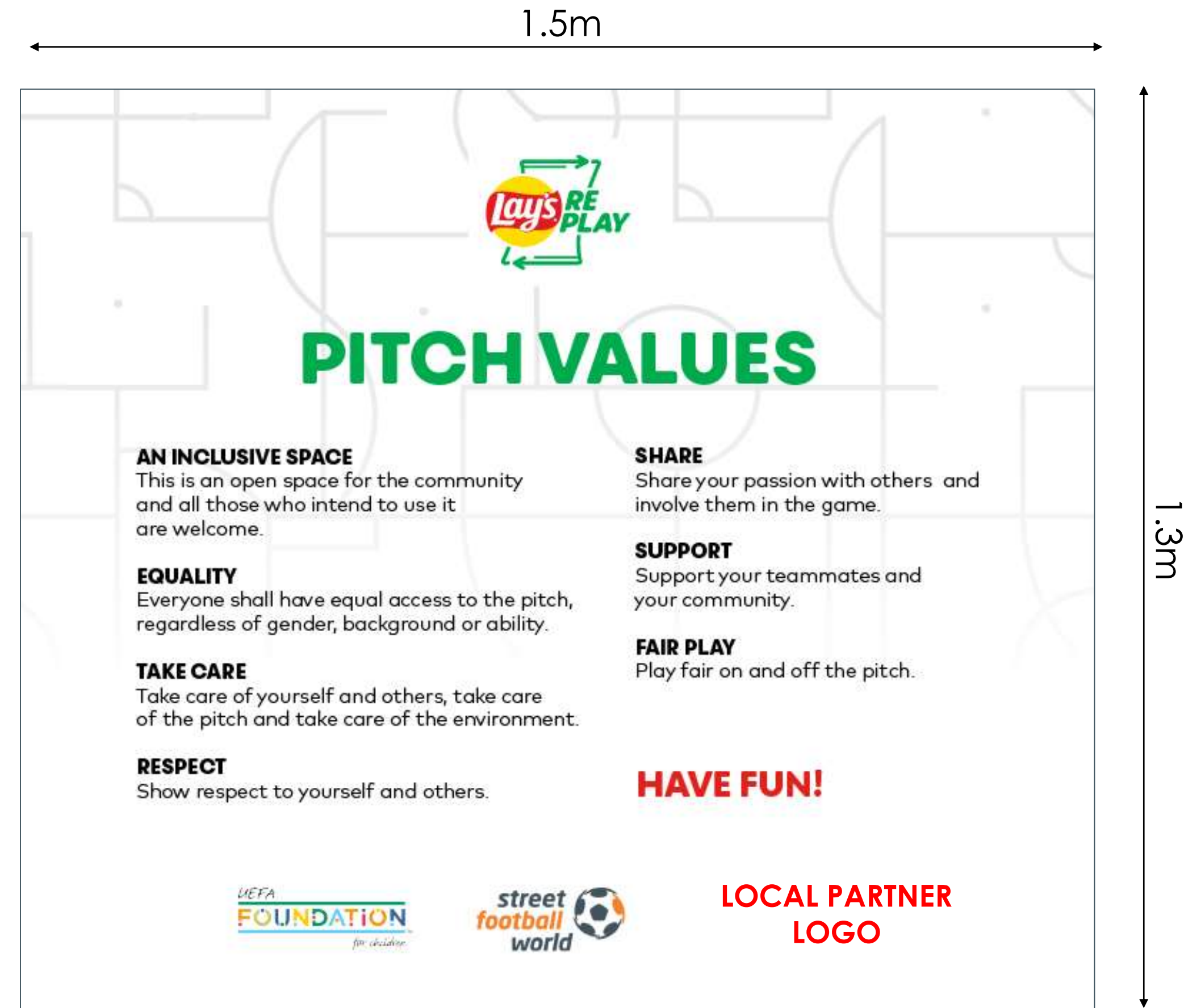


Sustainability board: highlighting the pitch making process and includes logos from GreenFields, Community programming partner and streetfootballworld

Branding Boards



Can be adapted according to local organisation rules



Should remain consistent across all pitches

Programme Kits

Lay's RePlay branded kits and equipment will be provided to the Lay's RePlay programme participants. Quantities for each of the items will depend on programme figures provided by the local partner.



Participant kits



Coach tees – local partner logo can be printed on the arm



Footballs

Communication materials

All communication materials for the opening event will be produced by the local Lay's team. All assets will follow the standardised design guidelines applicable to all locations.

Additional materials required for programming can also be requested



Community Engagement

The community engagement piece is integral to pitch development. The community is not considered a recipient but rather an essential pillar in the realisation of each pitch and the decision-making process.

The approach implemented will be participatory, by talking to community stakeholders, understanding their needs, appreciating their contexts, and collaborating to find the optimal solutions for each. Within its partners worldwide, streetfootballworld works through local community-based organisations that are part of its network and engages its affiliate members when the community requests expertise on community engagement, sustainability, income generation, and other aspects.

In certain cases, and to gauge communities' interest and sense of ownership, committees are set up, be it pitch advisory committees, youth committees, maintenance committees, etc. All members are part of the community and hence, become responsible for ensuring that the pitch investment continues to be a valuable and safe space for all community members.



Photo credits: streetfootballworld

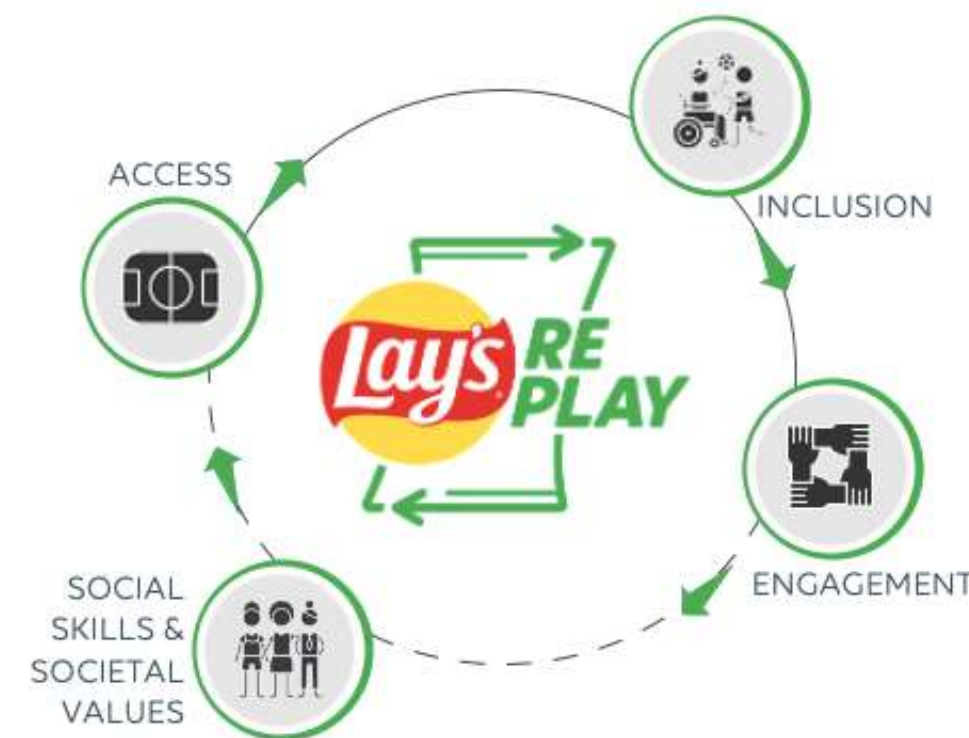
Social Impact

The Lay's RePlay project will provide local organisations and communities worldwide with spaces to play while supporting community programmes, thus leveraging football's power to bring people together.

Football for good programmes target community members and contribute toward community development by addressing relevant issues in each location and contributing to community cohesion.

All locations of the Lay's RePlay project will be connected by a global social impact framework that will measure the project's overall impact across the globe.

In each location, the objectives will be measured on key indicators relating to each local programme's specificity.



The Pitch Opening Event

Once the pitch is built, the local Lay's team will work together with the community to organise a pitch inauguration event, celebrate the partnership between all involved partners who worked towards completing the pitch-build

With the community at the core of the celebration, the inauguration brings together community members and young people who will primarily use the pitch, partner and stakeholder representatives, government officials, community contributors, and the media.



2021 Locations



Lay's RePlay: Sao Paulo, Brazil



The Lay's RePlay project partners are delivering a pitch in Sao Paulo in collaboration with local partners Fundacao EPROCAD and love.futebol, who are working together to deliver the Lay's RePlay pitch in Brazil.

After delivery of the Lay's pitch, EPROCAD, based in Sao Paulo, will implement a 12-month football for good programme that aims to tackle socioeconomic disadvantages and lack of facilities for young people and their families by supporting social, emotional, and physical development through football-based sessions.



L a y ' s R e P l a y : M o s c o w , R u s s i a



In Moscow, the collaboration between the project partners and the city of Moscow is led by Syndrome of Love who are introduced as the Lay's RePlay collaboration partner. For Syndrome of Love's participants, sport is considered a tool that can create the infrastructure to allow a person with Down syndrome to be a contributing member of the community and the wider society, and will therefore implement a 12-month programme focusing on social inclusion.

Based on the community's request, the Lay's pitch in Moscow will turn into an Lay's ice rink during the cold winter season, where programme participants and pitch users continue to use the pitch in extreme weather conditions.



L a y ' s R e P l a y : I s t a n b u l , T u r k e



In collaboration with the Municipality of Greater Istanbul, the Ruffles RePlay project will be located in Florya.

Kizlar Sahada, an organisation working to empower girls and women in Turkey, will implement a 12-month Ruffles RePlay programme focusing on sport educational activities to empower women and girls and reduce inequality in the community.

Lay's RePlay: Johannesburg, S



In Johannesburg's township of Tembisa, a Lay's pitch will be open to the community for football programmes and other activities. The pitch will be part of the LED zone and connected to the ecosystem of community spaces already available on site. The land is owned by the local municipality and local partner Amandla holds a long-term lease to develop the location.

For the 12-month programme piece, Amandla will use football as a common platform to develop life skills, provide coaching and training as well as mentor young people, thus enabling them to realise their dreams and ambitions.



Lay's RePlay: Leicester, UK



The identified location where the Lay's pitch will be built is in New Parks in Leicester, which is very close to Beaumont Leys where the Walkers Chips factory is based. It is a strategic area for the Leicester City FC community and they already has a running programme. With the support of the Lay's RePlay project, Leicester City in the Community will use football-based sessions to develop youth employability skills and confidence, and promote inclusivity and pro-social behaviours .



IS YOUR LOCATION NEXT?



EXHIBIT B

Estimated site plan overview

