

Exhibit B

AGREEMENT made this 20th day of June 1967 by and between
SAMUEL HOFFMAN, residing at 131 East 31st Street, Brooklyn, New York;
HYMAN HOFFMAN, residing at 69-30 172nd Street, Queens, New York; and
MELVIN HOFFMAN, residing at 176 Seeley Street, Brooklyn, New York.

W I T N E S S E T H:

WHEREAS the parties hereto have organized two (2) separate and distinct corporations pursuant to the laws of the State of New York, the first to conduct a general business of manufacturing and distributing soft drink beverages, and the second, to acquire, purchase, lease and otherwise acquire an interest in such real property as may be required by the manufacturing corporation in the conduct of its business and;

WHEREAS each of the parties hereto has an interest in each of the said corporations as hereinafter set forth subject to the provisions hereinafter made; and

WHEREAS the parties are desirous of setting forth their respective rights, privileges, duties, powers and interests in each of the respective aforesaid corporations;

NOW, THEREFORE, in consideration of the mutual premises and covenants and agreements hereinafter contained, it is agreed as follows:

1. The parties represent that they have formed a corporation under the laws of the State of New York, known as CORNELL BEVERAGES, INC., with an authorized capital stock composed of 200 shares of common stock without par value. That a Certificate of Incorporation was filed in the Office of the Secretary of State of the State of New York on March 30, 1950.

2. The business of Cornell Beverages, Inc., consists of manufacturing, bottling and distributing soft drink beverages.

3. The parties represent that they have formed a corporation under the laws of the State of New York, known as S.T.H.M. REALTY CORP., with an authorized capital stock composed of 200 shares of common stock without par value. That a Certificate of Incorporation was filed in the Office of the Secretary of State of the State of New York on March 30, 1950.

4. The business of S.T.H.M. REALTY CORP., is to acquire, purchase, hold and manage real property.

5. Each of the parties herein are the holders of the number of shares set opposite their names in each of the respective corporations.

<u>NAME</u>	<u>SHARES</u>
SARVEE HOFFMAN	10
HYMAN HOFFMAN	10
MELVIN HOFFMAN	10

6. All of the terms, conditions, requirements and provisions hereinafter specifically enumerated shall apply with equal force and effect to each of the respective corporations hereinbefore referred to.

7. In the event that additional capital is required, the parties, or assigns, agree to make equal contributions therefor, and in return each shall receive an equal number of shares of stock at book value. Such issuance of stock shall only be made with the unanimous consent of the parties hereto or their successors in interest. Any excess capital contributions by any parties shall be considered a loan to the corporation, payable on demand, unless otherwise unanimously agreed upon.

In the event that it is unanimously decided to sell or offer for sale any additional authorized un-issued stock, then, in that event, such stock shall first be offered for sale in writing, in equal proportions to the persons then holding stock, at book value, which shall not include good-will.

It is agreed that upon the offer for sale of such stock the holders of stock may subscribe to and purchase such stock in equal proportions and to pay therefor the book value of such stock, to be determined from the books of the corporation, which shall in no event include good-will. In the event that any one or more, but not all, of the holders of stock shall refuse to subscribe to, purchase and pay for such stock offered, then, in that event, those shares or parts thereof may be purchased by the remaining holders in equal proportions. In the event of a refusal by all the holders to subscribe, purchase or pay for the stock so offered, the corporation shall be at liberty to sell such stock to anyone deemed fit, upon such terms as the corporation may deem advisable.

8. The holders of the stock of the corporations shall become employed by the corporations and perform such duties and draw such salaries as shall be unanimously agreed upon between them.

9. Each of the parties hereto covenants and agrees that he will devote his full time and attention to the business of the corporations and will not, during the lifetime of the corporations either directly or indirectly, engage in any other similar business, excepting with the unanimous consent of all the stockholders.

10. The directors of each of the respective corporations shall be three in number and their names and addresses are as follows:

<u>NAME</u>	<u>ADDRESS</u>
SAMUEL HOFFMAN	131 East 31 Street, Brooklyn, New York
HYMAN HOFFMAN	69-30 172nd Street, Queens, New York
MELVIN HOFFMAN	176 Seelay Street, Brooklyn, New York

11. The officers of each of the respective corporations shall be as follows:

SAMUEL HOFFMAN	--- President
HYMAN HOFFMAN	--- Secretary
MELVIN HOFFMAN	--- Treasurer

12. There shall be no change in the drawings and salaries, no change in the amount of capital or the number of shares, no change or amendment of the By-Laws of the respective corporations or any matters regarding policy or policies of the business of the respective corporations or any matters which may in anywise affect, endanger or interfere with the rights of minority stockholders unless there be consent thereto by at least 2/3 of the holders of the issued outstanding stock and further provided that said total of 2/3 shall include all of the shares of stock owned at the time by Samuel Hoffman.

13. All moneys as well as instruments for the payment of moneys to each of the respective corporations shall be deposited in the name of corporations in such bank or banks as the parties may mutually agree upon, and the moneys credited therein to the corporations shall be subject to withdrawal only by check made in the name of the corporations and signed by at least two officers.

✓ 14. All certificates or shares of stock issued or to be issued by the aforesaid corporations shall bear an endorsement thereon that the same are subject to the provisions of this agreement.

15. Full and accurate accounts of the transaction of each corporation shall be kept in proper books and such books shall be kept at the place of business of the corporation and each and all holders of stock shall at all times have access to and may inspect and copy any of them. Annual accountings shall be had, at which time the profits of each corporation, if any, shall be determined. In the event that there is a surplus, then an amount equal to such surplus may be declared as dividends and distributed to the holders of the stock in accordance with the percentage of interest held by them.

16. In the event of the death of any stockholder, the shares owned by the decedent shall remain the property of his estate or of his personal representatives, heirs, or legatees, as the case may be, subject however, to

the covenants, conditions and provisions herein contained, and the estate or personal representatives, heirs or legatees, as the case may be, shall be bound by this agreement as though they were parties hereto. In the event that the said estate, personal representatives, heirs or legatees, shall at any time decide to offer the said stock for sale, then in that event the same shall and must be first offered, in writing, to the remaining stockholders in equal proportion, and upon acceptance thereof payment shall be made within ninety days from the date of making of the offer. The purchase price shall be the book value. The book value is to be determined from the books of the respective corporations by the accountant regularly employed by said corporations at the time of such accounting and his determination shall be final.

In the event the surviving stockholders of either of them refuse to purchase the said stock, then the estate, personal representatives, heirs or legatees, may sell the stock to whomever he or they deem suitable and at whatever price they deem fit; the salary or drawing account, if any, of such deceased stockholder shall cease and determine one year after death.

17. Each of the parties and stockholders covenants and agrees as follows:

a. That he will not, during his lifetime, sell, mortgage, pledge, lease, release, deposit, lend, give or otherwise dispose of, directly or indirectly, his shares of stock in either of the aforesaid corporations without first offering the same for sale in equal proportions to the other stockholders, by giving each of them written notice of his intention to sell the stock. It is agreed that the purchase price for such stock shall be the book value thereof, not taking into account good-will, and the remaining stockholders shall pay therefor the purchase price in equal proportions as above set forth. Book value to be determined as hereinbefore provided. Payment for said stock shall be made by each of the stockholders within ninety days from the date of making the offer. In addition, each of the

corporations shall have the right to purchase such stock on the terms above set forth, and to pay for the same out of the surplus of the corporation. In the event one or more, but not all, refuse to purchase the stock so offered, then the remaining stockholders may purchase the same in equal proportions on the above terms. However, this only after the corporation shall refuse to purchase.

b. The stockholders offering the stock for sale, in the event of a refusal by the remaining stockholders or the corporation to purchase or pay for the stock so offered, shall be at liberty to sell the stock to anyone he shall deem fit, and upon such terms and conditions as he alone may deem advisable.

18. In the event of death of any of the holders of stock, the surviving spouse of such deceased stockholder shall receive the drawing or salary that the decedent was receiving at the time of his death for a period of one year from death. Such compensation shall constitute an absolute and continuing charge against the respective corporations. In case the spouse of said decedent shall die, or in case the deceased shall die leaving no spouse or the spouse shall have pre-deceased him, the compensation shall be payable to the estate of the deceased stockholder for a period of one year from death.

19. In the event that any stockholder shall become sick or disabled, so that he is prevented from attending to his usual duties, he shall be entitled to the salary he was getting at the time he became ill or disabled or to the same salary or drawing which may then be given to the other employee-stockholders if during such period there be an increase or decrease in the salaries of the other stockholders.

20. It is understood and agreed that in the event any stockholder shall sell or dispose of his stock and withdraw from the corporation, such person or persons covenant and agree to and with the remaining stockholders that

he shall not re-establish, re-open, be engaged in, or in any manner whatsoever become interested, directly or indirectly, either as employee, owner, partner, agent or as stockholder, director or officer of a corporation or otherwise, in any business, trade or occupation similar to the one carried on by the Cornell Beverages, Inc., corporation, within the States of New York, New Jersey and Connecticut, for a period of ten years from the date of such sale and withdrawal. The parties agree that because of the wide distribution of the merchandise manufactured by Cornell Beverages, Inc., that this clause is fair and necessary.

21. No moneys shall be drawn or spent, nor purchases made or obligations incurred, without the consent of 2/3 of the holders of the shares of stock then outstanding.

22. The costs, expenses and legal fees resulting from any action or proceeding brought by or against either of the respective corporations for any matters relating to the affairs of the corporation, or against any officer, director, stockholder or employee of the corporations shall be borne by the corporations out of the corporate funds.

23. In the event that any dispute, disagreement, misunderstanding or controversy shall arise between the stockholders in respect to any of the provisions of this agreement, or in the conduct of the business, the parties agree to forthwith submit such dispute, disagreement, misunderstanding or controversy to arbitration before three arbitrators of their own choosing, and in case of disagreement or inability to choose three arbitrators, then said three arbitrators are to be chosen and selected from the American Arbitration Association. Said arbitration shall be conducted pursuant to all the rules of the said Association then appertaining. The arbitration shall be conducted in the City of New York, and the award of the arbitrators, when confirmed, shall be final and binding upon all the parties.

24. It is further agreed that the respective corporations may approve this agreement in writing and that this agreement shall then become part of the minutes of a meeting of each of the corporations and by so doing they shall be made and accepted as a party hereto, with the same force and effect as the other parties and stockholders.

25. This agreement shall be binding on the parties hereto, the corporation and any assignees or transferees of any party hereto, all their distributees, legal representatives and assigns.

26. The parties further agree that nothing herein contained shall act as a bar or restriction against Samuel Hoffman in connection with any gifts he may at any time wish to make of any shares of stock of the corporations owned by him to any members of his family and in particular to the present stockholders of the corporations. Such gifts by Samuel Hoffman of the stock of the corporations to any members of his family and in particular to the present stockholders of the corporations may be made by him without limitations, reservation or restriction, notwithstanding anything to the contrary heretofore contained herein.

27. In the event that Samuel Hoffman shall assign or transfer his shares of stock as aforesaid in this agreement or grant any gifts of his shares of stock in the corporations to any members of his family and in particular to the present stockholders of the corporations, he shall continue to be employed by the corporations and to receive such salary and benefits as he would have been entitled to receive had he not disposed or granted gifts of his shares of stock as hereinabove set forth, but shall have no right to vote on any policy or matter concerning the corporation or corporations in which he is no longer a stockholder.

28. This agreement shall supersede the agreement made between the parties under date of the 23rd day of June 1952 which is hereby cancelled and declared null and void.

IN WITNESS WHEREOF, the parties have hereunto set their hands

and seals this 2nd day of March 1967.

Samuel Hoffman
 Samuel Hoffman

Hyman Hoffman
 Hyman Hoffman

Melvin Hoffman
 Melvin Hoffman

STATE OF NEW YORK)
) ss.
 COUNTY OF KINGS)

On this 2nd day of March 1967, before me personally came SAMUEL HOFFMAN, HYMAN HOFFMAN and MELVIN HOFFMAN, to me known and known to me to be the individuals described in, and who executed the foregoing instrument, and duly acknowledged to me that they executed the same.

Robert S. ...
 Notary Public - State of New York 7

The undersigned corporation, by its President, consent to the within agreement and each and every part thereof, and agrees to be bound thereby.

ATTEST:
Hyman Hoffman
 Secretary

CORNELL BEVERAGES, INC.
 by *Samuel Hoffman*
 President

The undersigned corporation, by its President, consents to the within agreement and each and every part thereof, and agrees to be bound thereby.

ATTEST:
Melvin Hoffman
 Treasurer

S.T.H.M. REALTY CORP.
 by *Samuel Hoffman*
 President

STATE OF NEW YORK)
)ss
COUNTY OF KINGS)

On the 1st day of March 1967, before me personally came SAMUEL HOFFMAN, to me known, who, being by me duly sworn, did depose and say that he resides at 131 East 31 Street, Brooklyn, New York; that he is the President of CORNELL BEVERAGES, INC., and S.T.H.N. REALTY CORP., the corporations described in and which executed the foregoing consents; that he knows the seals of said respective corporations; that the respective seals affixed to said respective consents are such respective corporate seals; that they were so affixed by order of the respective Board of Directors of said respective corporations; and that he signed his name thereto by like order.

Notary Public - State of New York

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