

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **PUBLIC SERVICE COMPANY OF COLORADO**, a Colorado corporation located at 414 Nicollet Mall, 7th Floor, Minneapolis, MN 55401 ("Sponsor").

WITNESSETH:

WHEREAS, the City and the Sponsor previously entered into an Agreement dated September 19, 2024 relating to sponsorship at City Venues (the "Agreement"); and

WHEREAS, the parties have determined to extend the term for additional rights and benefits;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. The additional rights and benefits are attached hereto and incorporated herein as **Exhibit A-1** which shall take effect on April 1, 2026 and all references to "Exhibit A" are hereby amended to read "**Exhibits A and A-1** as applicable".
2. The additional Fees are added as attached hereto and incorporated herein as **Exhibit B-1** and all references to "**Exhibit B**" are hereby amended to read "**Exhibit B-1**".
3. Paragraph 2.11 of the Agreement, entitled "Term," is amended to read as follows:
2.11 Term. The term of this Agreement shall commence as of April 1, 2024 (the "Effective Date"), and shall end at 12 o'clock midnight on March 31, 2029 (the "Term").
4. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

Remainder of page left intentionally blank.

Contract Control Number: THTRS-202582910-01 – THTRS-202473245-01
Contractor Name: PUBLIC SERVICE COMPANY OF COLORADO

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

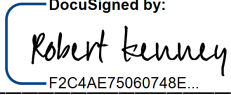
By:

By:

By:

Contract Control Number:
Contractor Name:

THTRS-202582910-01 – THTRS-202473245-01
PUBLIC SERVICE COMPANY OF COLORADO

By:  _____

Name: Robert Kenney
(please print)

Title: President, Xcel Energy, Colorado
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Scope of Sponsorship Benefits
Exhibit A-1

RED ROCKS ASSETS

Designation:

- Sponsor will be designated as an Official Sustainability Partner of Red Rocks Amphitheatre

Entitlement:

- Sponsor will be designated as the entitlement partner for one Film on the Rocks film “presented/powered by Xcel Energy” each year. Entitlement includes:
 - :30 pre-roll ad before the Film
 - Additional 10’ x 10’ activation footprint
 - Logo inclusion in all promotion for the Film
 - Sponsor will receive opportunity to supply a pre-approved handout to all attendees. Handout will be distributed by Argus employees at the exits.

Rights to Marks:

- Rights to non-exclusive use of the following Denver Arts & Venues marks for marketing collateral, media and online promotions upon written approval of Denver Arts & Venues for each use
 - Red Rocks Amphitheatre
 - Yoga on the Rocks
 - Film on the Rocks

On-site:

- One (1) 10’ x 10’ activation footprint at all Film on the Rocks events
 - Activation footprint size to be mutually agreed upon
 - Activation plans and any giveaways must be approved by Denver Arts & Venues
- Branding on the Red Rocks Visitor Center LED screens with sustainability messaging
- Branding on all Phone Charging Stations on the Upper Plaza and Visitor’s Center
 - Branding and messaging must be approved by Denver Arts & Venues

Signage:

- One (1) co-branded, Red Rocks fan centric slide in the Red Rocks intermission slide show at all public, ticketed events at Red Rocks Amphitheatre
 - Branding and messaging must be approved by Denver Arts & Venues
- One (1) :15 pre-roll advertisement prior to every Film on the Rocks event
 - Branding and messaging must be approved by Denver Arts & Venues

Employee Event

- Opportunity to conduct one (1) employee trail cleanup per year or a similar mutually agreed upon event within Red Rocks Park.
 - Date will be mutually agreed upon and is subject to approval by Denver Arts & Venues
 - Area for trail cleanup will be determined by a Park Ranger from Denver Parks & Recreation

Social Media:

- One (1) Red Rocks sustainability focused post per year to promote on-site activities and encourage attendee engagement
 - Messaging will be mutually agreed upon and is subject to approval by Denver Arts & Venues
 - Social media posting platform(s) to be determined by Denver Arts & Venues

Digital:

- One (1) ad placement in the Welcome to Red Rocks email
 - Branding and messaging must be approved by Denver Arts & Venues
 - Placement will be at the bottom of the email
- Presenting sponsor of the Sustainability Page of the Red Rocks Amphitheatre website with logo inclusion and permanent ad placement at the top of page for the duration of the agreement.
- One (1) rotating run-of-site banner ad on the Red Rocks Amphitheatre website for 500,000 impressions each year of the agreement. Sponsor is responsible for all design and production. All artwork must be pre-approved by DAV.

Hospitality:

- Bank of twenty (20) tickets each season that may requested in increments of two (2) or four (4). Requested tickets must be approved by Denver Arts & Venues.

YOGA ON THE ROCKS ASSETS

Digital:

- Logo inclusion the Yoga on the Rocks per year or a similar mutually agreed upon event landing webpage

Signage:

- One (1) co-branded, Red Rocks fan centric slide in the Yoga on the Rocks per year or a similar mutually agreed upon event slide show
 - Branding and messaging must be approved by Denver Arts & Venues.

On-site:

- One (1) 10' x 10' activation footprint for up to ten (10) Yoga on the Rocks per year or a similar mutually agreed upon event each year
 - Activation footprint size to be mutually agreed upon
 - Activation plans and any giveaways must be approved by Denver Arts & Venues
 - Energy Outreach Colorado may be present in the activation footprint

ARTS COMPLEX ASSETS

Signage:

- One (1) quarter schedule on the digital marquees outside the Colorado Convention Center and the Denver Performing Arts Complex. Sponsor can select any three (3) consecutive months for the quarter each year of the agreement.

On-Site:

- Sponsor will be an Official Partner of Sunset Cinema. All signage and brand placement will be mutually agreed upon.
 - 10' x 10' Activation footprint on-site for each film
 - Activation plans and any giveaways must be approved by Denver Arts & Venues
 - Logo inclusion on the Sunset Cinema webpage

Exhibit B-1

Year 1

April 1, 2024 – March 31, 2025

Sponsorship Fee - \$105,450

Payment 1: \$52,725 Due upon execution of agreement

Payment 2: \$52,725 Due July 15, 2024

Year 2

April 1, 2025 – March 31, 2026

Sponsorship Fee - \$108,600

Payment 1: \$54,300 Due January 15, 2025

Payment 2: \$54,300 Due July 15, 2025

Year 3

April 1, 2026 – March 31, 2027

Sponsorship Fee - \$125,000

Payment 1: \$62,500 Due February 15, 2026

Payment 2: \$62,500 Due July 15, 2026

Year 4

April 1, 2027 – March 31, 2028

Sponsorship Fee - \$128,750

Payment 1: \$64,375 Due January 15, 2027

Payment 2: \$64,375 Due July 15, 2027

Year 5

April 1, 2028 – March 31, 2029

Sponsorship Fee - \$132,613

Payment 1: \$66,306 Due January 15, 2028

Payment 2: \$66,307 Due July 15, 2028