

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **PROXY PARTNERS, LLC**, a Colorado Limited Liability Company, whose address is 900 South Broadway, Suite 300, Denver, Colorado 80209 (hereinafter referred to as "Proxy"), and **HCA-HEALTHONE LLC**, a Colorado Limited Liability Company, located at 4900 South Monaco St., Denver, CO, 80237 (hereinafter referred to as the "Sponsor")(together, the "Parties").

### WITNESSETH:

**WHEREAS**, the City and the Sponsor entered into an Agreement dated October 4, 2005, as amended by an Amendatory Agreement dated February 24, 2009, relating to Healthcare sponsorship opportunities at Red Rocks Amphitheatre and the Denver Performing Arts Complex (the "Agreement"); and

**WHEREAS**, the City and the Sponsor wish to amend the Agreement, to extend the term of the Agreement and provide for additional consideration during the extended term.

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

1. Paragraph 2.1 of the Agreement, entitled "Grant of Sponsorship Rights and Benefits", is hereby amended to provide that, for the period January 1, 2011 to December 31, 2012, Sponsor shall be entitled to the rights and benefits set forth in Exhibit A-2. Proxy shall be responsible for insuring that such rights and benefits conferred by City are delivered to Sponsor.

2. Paragraph 2.2 of the Agreement, entitled "Sponsorship Rights Fees" shall be amended to provide that, for sponsorship years 2011 and 2012, Sponsor shall pay to City the yearly rights fees set forth in Exhibit B-2.

3. Paragraph 2.10 of the Agreement, entitled "Term," shall be amended to read as follows:

"The term of this Agreement shall commence as of May 7, 2005 (the Effective Date"), and shall end on December 31, 2012."

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

05-809-B

IN WITNESS WHEREOF, the Parties have executed, through their respective lawfully empowered representatives, this Second Amendatory Agreement as of the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER

STEPHANIE Y. O'MALLEY, Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:  
DAVID R. FINE,  
Attorney for the City and County of Denver

RECOMMENDED AND APPROVED:

By: \_\_\_\_\_  
Assistant City Attorney

By: Kent Reice  
Director of Theatres & Arenas

REGISTERED AND COUNTERSIGNED:

By: \_\_\_\_\_  
Manager of Finance  
Contract Control No. RC52011(2)

By: \_\_\_\_\_  
Auditor

“CITY”

HCA-HEALTHONE, a Colorado limited liability company  
IRS No. 84-1321373

PROXY PARTNERS, LLC, a Colorado limited liability company  
IRS No. 84-1493388

By: [Signature]  
Title: Chief Financial Officer

By: [Signature]  
Title: President / CEO

“SPONSOR”

“PROXY”

## EXHIBIT A-2

### HEALTHONE/RED ROCKS 2011-2012 RIGHTS AND BENEFITS

#### ON-SITE SIGNAGE AND BRANDING

**High Altitude Health and Safety Information:** Sponsor will receive the opportunity to have a High Altitude Health and Safety Information display prominently in the Visitor Center at Red Rocks throughout the term of the agreement. Signage will be displayed on a kiosk/panel and Sponsor will receive one mutually agreed upon artwork change-out once throughout the term of the agreement at no additional cost to Sponsor.

**Red Rocks Pulse Monitor:** Sponsor will receive the opportunity to be the Presenting Sponsor of the Red Rocks Pulse Monitor throughout the term of the agreement. Red Rocks will be responsible for all maintenance and upkeep of the Pulse Monitor at no additional cost to Sponsor. Sponsor will receive one graphic update per calendar year at no extra cost.

**Visitor Center Interactive Monitors:** Sponsor will receive the opportunity to have content included on the four (4) Visitor Center Video Monitors throughout the term of the agreement. Visitor Video Monitor content can include, but is not limited to, health facts, safety precautions, Sponsor locations and/or health quiz. Content will be provided by HealthONE. Red Rocks Amphitheatre will update the content on video monitors one time per year throughout the term of the agreement at no additional cost to Sponsor.

**Red Rocks Hiking Trailhead Signage:** Sponsor will receive logo inclusion on one Red Rocks trail head sign near the front entrance to the Trading Post.

**Red Rocks Tourism Brochure:** Sponsor will receive the opportunity for logo placement and Sponsor-specific messaging located in Red Rocks Visitors Guide and Map. Sponsor will have an opportunity to update content one time per year throughout the term of the agreement at no additional cost to Sponsor.

**Red Rocks Concert Intermission Slide:** Sponsor will receive (1) Sponsor-branded, call-to-action message in the Red Rocks Intermission Slide Show at all Red Rocks summer concert events, when available. Sponsor will be responsible for artwork and production upon final approval from Theatres and Arenas.

**Red Rocks Entrance Banners:** Sponsor will receive the opportunity to have three (3) 4'x6' Entrance Banners (one banner located at each Red Rocks entrance) at all Red Rocks Amphitheatre's summer concert series and Film on the Rocks events throughout the term of the agreement. Sponsor is responsible for banner design and production. Theatres and Arenas will be responsible for hanging and removal of the banners.

## SPECIAL PROMOTIONS

**Promotional Item Giveaway:** Sponsor will receive the opportunity to hand out promotional items at up to two (2) summer events at Red Rocks each season throughout the term of the agreement. Sponsor is responsible for promotional item design and production. Giveaways must be preapproved by Theatres and Arenas, Aramark and artist management.

**Red Rocks Fitness Challenge:** Sponsor will receive Title Sponsorship of an annual (January – June) Red Rocks health and wellness community-driven awareness program throughout each year during the term of the agreement. Sponsor will receive presence at one (1) on-site Kick-off Event associated with the Red Rocks Fitness Challenge each year during the term of the agreement. In addition to Title Sponsorship, Sponsor will receive inclusion in a mutually agreed upon, co-branded logo specific to the Red Rocks Fitness Challenge, inclusion on all media support surrounding the Red Rocks Fitness Challenge and Kick-off Event, and inclusion in a Red Rocks Fitness Challenge-dedicated social media site. Theatres and Arenas will be responsible for all planning, organizing and execution of the Red Rocks Fitness Challenge throughout the term of the agreement. Theatres and Arenas is responsible for all additional costs associated with the Red Rocks Fitness Challenge. Health information and recommendations will be provided by Sponsor.

## ONLINE MEDIA

**Red Rocks Online Exercising at Red Rocks Banner Ad:** Sponsor will receive the opportunity to have one (1) dynamic banner ad located on the Exercising at Red Rocks page throughout the term of the agreement.

**Red Rocks Online Special Offers Banner Ad:** Sponsor will receive the opportunity to have one (1) dynamic banner ad located on the Special Offers page throughout the term of the agreement.

**Red Rocks Online Exercising Videos:** Sponsor will receive the opportunity to showcase up to seven (7) exercising videos, Presented by Sponsor, located on the Exercising at Red Rocks page throughout the term of the agreement. Sponsor is responsible for video design and production. Videos must be approved by Theatres and Arenas.

**Red Rocks Online Video Player Skin:** Sponsor will receive the opportunity to provide a branded skin for the Exercising at Red Rocks video player located on the Exercising at Red Rocks page throughout the term of the agreement. Sponsor is responsible for design and production.

**Red Rocks Online Video Vignette:** Sponsor will receive the opportunity to include one (1) :10 video vignette in up to ten (10) artist videos for Sponsor-related branding and messaging. Sponsor is responsible for design and production. Videos will be approved by Theatres and Arenas.

**Red Rocks E-Blasts:** Sponsor will receive the opportunity to be included in up to five (5), co-branded, non-exclusive, Red Rocks E-blasts during each year throughout the term of the agreement. Sponsor will receive the opportunity for a banner ad with click through as well as Sponsor-specific messaging (not to exceed 50 words) included in each E-blast.

**Red Rocks Amphitheatre Social Media Wall Posts:** Sponsor will receive the opportunity to post up to six (6), mutually agreed upon, wall posts on the official Red Rocks Amphitheatre social media page each year during the term of the agreement. Wall posts messaging will promote health, wellness and exercising initiatives at Red Rocks Amphitheatre.. Dates and messaging must be approved by Theatres and Arenas.

## **HOSPITALITY**

**Red Rocks Concert Tickets:** Sponsor will receive four (4) tickets to every Red Rocks public concert throughout the term of the agreement. Any additional tickets, above and beyond will be based on availability, considered value-added and granted to Sponsor at no additional cost. Tickets may be purchased prior to the on-sale date as available by the promoter.

**Film on the Rocks Tickets:** Sponsor will receive up to forty (40) tickets for each Film on the Rocks event each season during the term of the agreement. Any additional ticket requests, above and beyond forty (40) per event will be granted based on availability and will be considered value-added and granted to Sponsor at no additional cost.

**Denver Performing Arts Complex Tickets:** Sponsor will receive up to thirty (30) tickets for events held at Denver Performing Arts Complex each year throughout the term of the agreement. Any additional ticket requests, above and beyond thirty (30) for events will be granted based on availability and will be considered value-added and granted to Sponsor at no additional cost.

**Theatres and Arenas Venue Facility Use:** Sponsor will receive one opportunity per year to utilize a Theatres and Arenas hospitality room at Red Rocks Amphitheatre or the Denver Performing Arts Complex for a private event with rental fee waived and catering provided at a special sponsor rate during the term of this Agreement. Date must be pre-approved by Theatres and Arenas and are subject to availability.

**Exclusivity:** Sponsor will receive status as the Exclusive Healthcare Provider of Red Rocks Amphitheatre throughout the term of the agreement. Sponsor will also be recognized as the Official Healthcare Partner of Theatres and Arenas (non-exclusive) throughout the term of the agreement.

**Approvals:** Artwork and social media messaging must be pre-approved by Theatres and Arenas.

**Denver Digital Network:** Sponsor will receive half-schedule (1,200 total spots per day) on five (5) Denver Performing Arts Complex digital signs throughout the term of the agreement. Sponsor spots will rotate every six (6) minutes and Sponsor will receive the ability to provide up to three (3) different creative spots to run within the above rotation. Sponsor is responsible for spot design and production. Artwork is subject to approval by Theatres and Arenas.

**EXHIBIT B-2**

Consideration to City

2011	\$100,000.00	Sponsorship
	<u>\$ 40,000.00</u>	Marquee Presence
2011 TOTAL	\$140,000.00	
2012	\$103,000.00	Sponsorship
	<u>\$ 41,200.00</u>	Marquee
2012 TOTAL	\$144,200.00	

Payable on or before February 1 each year unless otherwise specified. Any payments not made to the City pursuant to the above terms, when due, shall accrue interest at the rate of 18% per annum, commencing on the 5<sup>th</sup> calendar day after the date such amount is due and owing until paid to the City.