

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT is made and entered by and between the CITY AND COUNTY OF DENVER, a municipal corporation organized and existing under and by virtue of Article XX of the Constitution of the State of Colorado, (hereinafter referred to as the "City"), PROXY PARTNERS, LLC, a Colorado Limited Liability Company, located at 275 Mariposa Street, Denver, Colorado, 80223, (hereinafter referred to as "Proxy"), and MILLERCOORS LLC, a Delaware limited liability company, whose address is 250 South Wacker Dr., Chicago, IL 60606 (hereinafter referred to as the "Sponsor").

1. RECITALS: City through its Division of Theatres & Arenas owns and operates certain public entertainment venues (the "City Venues"), specifically the Quigg Newton Denver Municipal Auditorium "Ellie Caulkins Opera House," the Buell Theatre, Boettcher Concert Hall (sometimes referred to collectively as the "Denver Performing Arts Complex"), Red Rocks Amphitheatre, the Historic Denver Coliseum, and the Colorado Convention Center. City also produces and promotes certain events.

Sponsor is in the business of manufacturing beer and malt beverage products, and would like to obtain certain sponsorship opportunities in connection with the City Venues.

City and Sponsor have, therefore, agreed to a sponsorship arrangement in accordance with the following terms and conditions.

2. AGREEMENT: By and in consideration of the mutual promises set forth hereafter, the parties agree as follows:
 - 2.1 Grant of Sponsorship Rights and Benefits. For each year of this Agreement, Sponsor shall be entitled to the rights and benefits set forth in Exhibit A. Proxy shall be responsible for ensuring that such rights and benefits conferred by City are delivered to Sponsor. Sponsorship rights or benefits not used in one contract year will not "carry over" or otherwise be available in an ensuing contract year.
 - 2.2 Sponsorship Rights Fees. In consideration of the rights and benefits provided to Sponsor as set forth in Paragraph 2.1 above, Sponsor shall pay to City the yearly rights fees set forth in Exhibit B.
 - 2.3 Additional Consideration by Sponsor. As further consideration for the rights and benefits afforded to Sponsor, Sponsor shall provide to City certain in-kind compensation each year, as specifically set forth in Exhibit C. Proxy shall be responsible for obtaining appropriate documentation illustrating compliance by Sponsor with this provision. City may choose not to utilize such in-kind compensation/benefits at its sole discretion. Should City not utilize such in-kind benefits, it shall have no effect on any other provision of

12-0650

this contract. Unused in-kind benefits shall not carry over from one year to the next.

- 2.4 Uses and Protection of Trademarks/Service Marks and Other Intellectual Property. City and Sponsor each acknowledge that the other party owns certain names, trademarks, service marks, copyrights and other intellectual property associated with their respective businesses which marks will be specifically identified on Exhibit D (hereinafter collectively referred to as "Marks"), and each owns certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks.

It is agreed and understood that in marketing and promoting City's Events (the "Events") and various activities associated therewith, City and Sponsor may make various references to each other and may display the Marks of City and Sponsor as well as photographs or graphic images of these activities. Each party grants to the other a non-exclusive, non-transferable license to use its Marks during the term of this Agreement, subject to the terms and conditions hereafter set forth, solely in connection with advertising and promoting the Events and activities incidental thereto. City and Sponsor shall agree in writing as to the form and content of any promotional or advertising materials which bear the other party's Marks, and the media in which such materials are to be used prior to their use, which approval the parties shall not unreasonably withhold. Such use may be subject to such reasonable conditions as either party may impose, including, but not limited to, conditions affording each party adequate protection of its Marks. Upon termination or expiration of this Agreement, both parties shall cease all use of the Marks of the other party as soon as practicable, but, in any event, within 30 days, unless the particular media which has been approved requires a longer lead time, but in no event longer than 90 days.

Neither party will challenge or assist in a challenge to the validity of the other party's Marks, any registrations thereof or the ownership thereof. Each party will be solely responsible for taking such actions, as it deems appropriate to obtain trademark, service mark, or other protection of its respective Marks.

Neither party is granted any right or license under this Agreement to sell or otherwise distribute for sale, any of the promotional advertising material or items related thereto, unless specifically set forth herein. If a party desires to sell or distribute for sale any of such materials or other merchandising or novelty items bearing the Marks of the other party, then it shall request permission to do so from the other party and, if granted, the parties shall negotiate in good faith such a separate licensing agreement covering such materials or items before they may be sold or distributed for sale.

- 2.5 Approval of Promotional Concepts. Each party reserves the right to approve all promotional concepts, which the other party wishes to use in connection

with its identification with the first party. Under no circumstances will promotions which reflect unfavorably upon either party, or which are prohibited or restricted by law, rule, regulation, or executive order, be approved by City.

2.6 Exclusivity. The Agreement between City and Sponsor contained herein shall be exclusive. As used herein "exclusive" means that City and Proxy will not enter into a contract or other legally binding arrangement conferring marketing or other sponsorship opportunities for a beer and malt beverage products company at the City Venues. Sponsor acknowledges that City cannot control certain components of the City Venues when promoters or other tenants rent or otherwise use the City Venues, and that competing brand logos/signage may be visible at these times. In addition, the City may enter into booking agreements for use of a City Venue with entities who may compete with Sponsor, without violating this Agreement. A copy of the City's Venue Sponsorship Policy is attached hereto as Exhibit E.

2.7 Independent Status. It is agreed and understood between the parties that nothing contained herein shall constitute or imply an agreement or understanding of joint venture, agency, partnership or employment between the parties, and neither party shall have the authority to incur any financial or contractual obligations on behalf of the other. Sponsor shall have no power of direction and control over City or City's employees, agents, subcontractors, volunteers, or the manner or method utilized by City in the performance of its functions. City shall determine and have sole discretion over the manner and methods utilized to achieve the results desired by Sponsor and shall be solely responsible for the direction, control and supervision of its acts and those of its agents, employees, volunteers, and subcontractors relating to the performance of this Agreement.

2.8 Indemnification.

The Sponsor shall defend, release, indemnify and save and hold harmless the City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, in any way resulting from or arising out of and to the extent caused by the Sponsor or its officers, employees, representatives, suppliers, invitees, licensees, subconsultants, subcontractors, or agents' acts, errors or omissions in performance under this Agreement, and shall defend, release, indemnify, and save and hold harmless the City from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of and to the extent caused by the Sponsor or its officers, employees, representatives, suppliers, invitees, licensees, subconsultants, subcontractors, or agents' acts, errors or omissions in performance under

this Agreement; provided, however, that the Sponsor need not indemnify and save harmless the City, its officers, agents, and employees from damages proximately resulting from the negligence of the City's officers, agents, and employees. This indemnity clause shall also cover the City's defense costs, in the event that the City, in its sole discretion, elects to provide its own defense. These indemnification obligations shall survive the termination of this Agreement by expiration of the term hereof or otherwise.

2.9 Insurance.

The Sponsor shall maintain Commercial General Liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury, bodily injury, death, and property damage (including loss of use). Such insurance will have these limits and coverage:

- A. Minimum limits: \$1,000,000 each occurrence
\$2,000,000 general aggregate limit
\$1,000,000 products-completed operations aggregate limit
\$1,000,000 personal and advertising injury
\$50,000 fire damage legal, any one fire (\$300,000 if a City facility is leased)
- B. Coverage:
 - 1. Coverage at least as broad as that provided by ISO form CG 0001 or equivalent.
 - 2. City, its officers, officials and employees as additional insureds, per ISO form CG2026 or its equivalent.
 - 3. Contractual Liability.
 - 4. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.

The Sponsor agrees to secure and deliver to the Agency at or before the time of execution of this Agreement, and to keep in force at all times during the term of the Agreement, workers' compensation insurance (including occupational disease hazards) with an authorized insurance company or through an authorized self-insurance plan approved by the State of Colorado.

The Sponsor will maintain All States coverage or Colorado workers' compensation and employer's liability insurance.

- A. Minimum limits:
 - 1. Workers' compensation - statutory limit
 - 2. Employer's liability:
 - a. \$100,000
 - b. \$500,000

c. \$100,000

B. Coverages:

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.

Sponsor shall maintain Automobile Liability insurance with limits of \$1,000,000 combined single limit applicable to all vehicles operating on City property and elsewhere.

Evidence of the above coverages shall be supplied to the City prior to the execution of this agreement.

Insurance coverage specified herein constitutes the minimum requirements and those requirements do not lessen or limit the liability of the Sponsor under this Agreement. The Sponsor shall obtain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary. The insurance requirements above shall not be deemed to limit or define the obligations of the Sponsor and it is solely responsible for payment of any deductibles.

2.10 Term

The term of this Agreement shall commence as of March 1, 2012 (the "Effective Date"), and shall end at 12 o'clock midnight on February 28, 2015.

2.11 Termination. Either party may terminate this Agreement as follows:

2.11.1 If the other party commits a material breach of this Agreement and fails to cure said breach after receiving 30 days notice in writing of the alleged breach from the aggrieved party.

2.11.2 If the other party shall be unable to pay its liabilities when due, or shall make any assignment for the benefit of creditors, or shall file a petition under any federal or state bankruptcy statute, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if the trustees in bankruptcy or insolvency shall be appointed under the laws of the United States government or of the several states.

2.11.3 In the event that governmental or industry regulation of alcohol beverage marketing and advertising precludes or restricts

alcohol beverage advertising so as to frustrate the purpose of this Agreement, either party may terminate the Agreement by giving written notice to the other party.

2.12 Effect of Termination. In the event this Agreement expires in accordance with its own term, or is terminated prior to expiration as set forth above, each party shall cease using the other party's Marks. As soon as practicable after Termination, each party shall use all reasonable efforts to cease distribution of materials or broadcast of television promotional spots and other similar activities that reflect the relationship of the parties or the parties' Marks.

2.13 Miscellaneous General Provisions.

2.13.1 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties, as well as their respective successors in interest, whether by merger, reorganization or acquisition.

2.13.2 Assignment. Neither party shall assign or transfer its rights, nor delegate its obligations under this Agreement to any third party without the prior written approval of the other party, which may be withheld for any or no reason, with the exception that such assignment may be made without obtaining consent to (i) any affiliate of a party, or (ii) any entity (or its affiliate) acquiring all or substantially all of the assets or stock, by merger or otherwise, of a party or any affiliate of a party. For purposes of this provision, "affiliate" shall mean any entity controlling, controlled by or under common control with the referenced party.

2.13.3 Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior agreements between the said parties, whether written or oral, no representation, inducement, promises or agreements or otherwise, which are not embodied herein, shall be of any force or effect. This Agreement may not be amended or otherwise modified except by written agreement executed and authorized by all parties.

2.13.4 Severability. Any provisions of this agreement prohibited by law, or found to be invalid by any court or agency having jurisdiction thereof, shall be ineffective to the extent of such prohibition or invalidity, without in any way invalidating or affecting the remaining provisions of this Agreement.

2.13.5 Counterparts. This Agreement may be executed in any

number of counterparts, who together shall constitute one and the same instrument, but shall be effective only upon execution by each of the parties named below.

- 2.13.6 Notice. Any notice, request, approval or consent under this agreement to be given by either party to the other shall be given in writing, and shall be considered served when delivered in person, or three days after the date mailed by certified or registered mail, return receipt requested, addressed to the recipient at its address set forth below, or to such other address as the recipient may subsequently have furnished in writing to the sender.

CITY:

City and County of Denver
Director, Theatres and Arenas Division
1245 Champa Street, First Floor
Denver, CO 80204

PROXY:

Proxy Partners, LLC
275 Mariposa Street
Denver, CO 80223

SPONSOR:

MillerCoors LLC
250 South Wacker Dr.
Chicago, IL 60606

Sports Marketing

MillerCoors LLC
250 South Wacker Dr.
Chicago, IL 60606
Legal Department

- 2.13.7 Force Majeure. Neither party shall be deemed in default hereunder and neither shall be liable to the other if either is subsequently unable to perform its obligations hereunder by reason of any fire, earthquake, flood, epidemic, accident, explosion, strike, riot, civil disturbance, act of public enemy, embargo, act of God, any municipal, county, state, or national ordinance or law, any executive or judicial order, or

similar event beyond the parties' control; provided, however, that no party shall be entitled to relief under this Section unless such party shall have given the other party reasonable notice of such event, and shall have exhausted all reasonable means of complying or implementing alternative means of compliance with its contractual obligations hereunder. Delays caused by either party's subcontractors or suppliers do not constitute force majeure unless caused by force majeure as defined in this Section. If the City is unable to deliver any of the rights or benefits to Sponsor under this Agreement due to a force majeure event, then the parties shall cooperate, in good faith, so that Sponsor's rights and benefits are fulfilled through additional marketing, sponsorship, or promotional rights of comparable value to those that were not delivered either during the same summer concert season or, as necessary, during the next summer concert season.

- 2.13.8 Governing Law, Venue. This Agreement shall be governed by and interpreted under the laws of the State of Colorado and the City and County of Denver. Any action regarding this Agreement shall be filed in the District Court in and for the Second Judicial District of the State of Colorado, without regard to any statute or rule of law which would suggest or require another venue.
- 2.13.9 Authority. City and Sponsor represent and warrant that each, respectively, has full power and authority to enter into this Agreement.
- 2.13.10 Exhibits. All references to exhibits herein are to exhibits that are specifically incorporated by reference to this Agreement.
- 2.13.11 Headings. All headings and captions are for convenience only, and shall in no way affect their construction and interpretation.
- 2.13.12 Survival. The provisions of this Agreement, and the obligations of the parties which, by their own terms, contemplate actions to be performed after termination, including, but not limited to, payment of fees and other consideration, the terms of this Agreement regarding Indemnification, Effect of Termination, Governing Law, Venue, and Trademarks/Service Marks shall survive the termination.
- 2.13.13 No Express Or Implied Agency. This Agreement shall not be

valid or binding in any way upon the City until fully executed by the City's authorized representatives appearing below. Proxy is acting as City's informal representative only, and shall not be considered the City's authorized agent for any purposes hereunder.

- 2.13.14 No Discrimination In Employment. In connection with the performance under this Agreement, the Sponsor agrees not to refuse to hire, discharge, promote, or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Sponsor further agrees to insert the foregoing provision in all subcontracts hereunder.
- 2.13.15 No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City, Proxy, and the Sponsor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and the Sponsor that any person other than the City or the Sponsor receiving services or benefits under this sponsorship Agreement shall be deemed to be an incidental beneficiary only.
- 2.13.16 Review Of Records. The Sponsor agrees that any duly authorized representative of the City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, and records of the Sponsor involving matters directly related to this Agreement. The City's Auditor shall have the right at any time, and from time to time, to audit all of the records of the Sponsor, directly related to this Agreement, and the Sponsor, upon request, shall make all such matters available for such examination. The City's right to have such audit made with respect to any year, and the Sponsor's obligation to retain the above records, shall expire three (3) years after the Sponsor's final payment has been delivered to the City.
- 2.13.17 No Agreement to Sell Alcoholic Beverages. This Agreement is solely for the purchase of sponsorship and advertising rights and nothing contained herein or in the negotiations preceding it

shall (i) require the purchase of any malt beverage by any person, including, without limitation, City's customers, concessionaires, and/or retailers, or (ii) prevent, hinder or restrict in any way the rights of any such persons to purchase or not purchase any brand of malt beverage which they choose. Sponsor's Statement of Policy attached hereto as Exhibit F is incorporated herein by this reference.

2.13.18 Colorado Open Records Act. The Sponsor understands that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. (2006), and that in the event of a request to the City for disclosure of such information, the City shall advise the Sponsor of such request in order to give the Sponsor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Sponsor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same.

[Remainder of page intentionally left blank]

Contract Control Number: THTRS-201205437-00

Contractor Name: MILLERCOORS

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:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



Contract Control Number: THTRS-201205437-00

Contractor Name: MILLERCOORS

By: Jackie Woodward

Name: Jackie Woodward
(please print)

Title: Vice President Marketing
(please print)

*J.K.B.
7-23-12
WJ 7-26-12*

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals at Denver, Colorado as of the day first above written.

Contractor Control Number: THTRS-201205437-00

Vendor Name: Proxy Partners, LLC

By: Mala Alvey

Name: Mala Alvey
(please print)

Title: President + CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

MillerCoors, LLC



EXHIBIT A

Sponsorship Rights and Benefits

I. All-Venues Signage

a. Point of Sale/Menu Board Signage

i. Sponsor will receive the opportunity to have branding exposure at select points of sale on both permanent and portable locations; name recognition, logo and/or product description on all menu boards, bar back signage or product placement at all AVD Venues (Red Rocks, Denver Coliseum, Denver Performing Arts Complex, Wells Fargo Theatre and the Colorado Convention Center) throughout the term of the Agreement

1. All exposure must be pre-approved by AVD
2. All costs of signage and exposure is above and beyond partnership investment

II. Red Rocks Signage

a. Red Rocks Intermission Slide

i. Sponsor will receive one (1) Intermission Slide for co-branded, public service message and/or related to a fan feature throughout the summer concert series as available throughout the term of the Agreement

1. Design costs are above and beyond partnership investment
2. All message and artwork must be pre-approved by AVD

b. Temporary Signage in Red Rocks Parking Lots - Responsibility Messaging

i. Sponsor will receive the opportunity to have two (2) temporary signs located in each parking lot of Red Rocks for responsibility messaging during the summer concert season each year throughout the term of the Agreement

1. Design, production, installation and removal costs are above and beyond partnership investment
2. Sponsor responsible for put up and take down during each event
3. All messaging and artwork must be pre-approved by AVD

III. DPAC Signage

a. DPAC Galleria Elevator Wraps

i. Sponsor will receive the opportunity to wrap three (3) faces of the Galleria elevators for up to three (3) mutually agreed upon months each year of the agreement. Messaging must be co-branded and have a public service message.

1. Design, production, installation and removal are above and beyond partnership investment
2. All artwork must be pre-approved by AVD

IV. Denver Coliseum Signage

a. Denver Coliseum Framed Concourse Signage

i. Sponsor will receive two (2) 8'x12' branded framed concourse signs throughout the term of the Agreement

1. Design, production, installation and maintenance are above and beyond partnership investment

2. All artwork must be pre-approved by AVD
- b. Denver Coliseum Custom Permanent Signage
 - i. Sponsor will receive up to four (4) permanent steel branded signage structures located at fixed concession stands on the concourse of the Denver Coliseum throughout the term of the Agreement
 1. New signage design, production, installation and maintenance are above and beyond partnership investment
 2. All artwork must be pre-approved by AVD

V. Red Rocks Landmark

- a. Semi-Permanent Tap Room/ Beer Garden
 - i. Sponsor will receive the opportunity to build out one (1) location, approximately 20'x20', inside Red Rocks Amphitheatre for an Exclusive-branded, semi-permanent lounge space to include concessions, seating and heavy signage throughout the term of the Agreement
 1. Design, build out, production, installation and maintenance are above and beyond partnership investment
 2. All design plans, artwork, build out must be pre-approved by AVD

VI. Red Rocks Enter-to-Win Promotions

- a. Red Rocks In-Market Enter-to-Win Promotions
 - i. Sponsor will receive the ability to have up to two (2) mutually agreed upon in-market enter-to-win promotions during each year throughout the term of the Agreement
 1. Red Rocks On-line Enter-to-Win Contest
 - a. Ability to host an enter-to-win contest at selected off-premise accounts: customers have the opportunity to win various prizes.
 - i. Fans will be directed through off-premise POS signage/tear-off pieces to go to a special promotional website routed through a rotating banner ad on Red Rocks Online Concert page that links to a special promotional site (RedRocksOnline.com/Sponsor)
 - ii. Sponsor will be responsible for all promotional costs associated with POS Display, prizes, custom artwork
 - iii. Sponsor will be responsible for all logistics of contacting winners and distributing prizes to winners
 - iv. Sponsor may choose to utilize some prizes as off-premise sales incentives as well
 - v. All artwork must be pre-approved by AVD
 2. Scan/Scratch to Win Promotion – Special Off-Premise Retail Promotion May-September
 - a. Sponsor will receive the ability to offer a special Red Rocks-branded Essential Tailgate Value Add Pack to consumers through off-premise accounts.
 - i. Tailgate Value Add pack can have an on-pack co-branded sticker or co-branded scratch card that can link back to a text-to-win code for Red Rocks prizes such as tickets, gear, access, etc...
 - ii. Sponsor is responsible for design, production and installation costs of retail kits
 - iii. All artwork must be pre-approved by AVD

VII. Red Rocks On-Site Promotions

a. Red Rocks On-Site VIP Experience Promotion

i. Sponsor will receive the ability to have one (1) mutually agreed upon on-site behind-the-velvet ropes promotion during each year throughout the term of the Agreement

1. Sponsor/Red Rocks VIP Experience - Brew Master Dinner w/Ship Rock Chef

a. Sponsor will receive the ability to host an event such as; a Brew Master Dinner Red Rocks VIP Experience for one (1) mutually agreed upon Red Rocks concert for sixty (60) winners and/or VIP's

i. Pre-party hosted by Sponsor at Rock Room for all sixty (60) guests

ii. Back-stage tour for up to four (4) guests

iii. Gift pack with Red Rocks/Sponsor branded premium items for each guest provided by Sponsor

iv. Ability to have Silver Bullet Girl models at pre-party

v. Dinner paired with Sponsor special brewed beer provided by Sponsor

vi. Sponsor facilitates choosing, contacting and fulfilling VIP Experience details and tickets to all winners/guests

vii. Rock Room rental fee/first fee waived as per partnership

VIII. Online Benefits

a. Denver Coliseum Home Page

i. Sponsor will receive one (1) 928 pixel x 90 pixel dynamic banner ad with click through abilities to other Sponsor-driven in-market promotions and initiatives on the Denver Coliseum home page throughout the term of the agreement

1. Design cost is above and beyond partnership investment

2. All banner ad artwork must be pre-approved by AVD

b. Red Rocks Calendar Page- Banner Ad

i. Sponsor will receive one (1) 172 pixel x 50 pixel dynamic banner ad located on the Red Rocks Calendar page throughout the term of the Agreement

1. Design cost is above and beyond partnership investment

2. All banner ad artwork must be pre-approved by AVD

c. Red Rocks Special Offers Page - Red Rocks Enter-to-Win, VIP Experience, Road to the Rocks and Other In-Market Promotions

i. Sponsor will receive one (1) dynamic rotating banner ad linked to a mutually agreed upon in-market promotional contest throughout the summer concert series

1. Design cost is above and beyond partnership investment

2. All banner ad artwork must be pre-approved by AVD

IX. Red Rocks Social Media

a. Red Rocks Social Media Pages

i. Sponsor will receive up to eight (8) Wall Posts throughout the Red Rocks summer concert series to be used to promote any Sponsor-related promotions throughout the term of the Agreement

X. Hospitality Benefits

a. Facility Use

i. Sponsor will receive the ability to use one (1) Arts and Venues Denver venues meeting space for five (5) mutually agreed upon dates to be used for above promotions and/or private meetings/events - rental fee waived and commission fee waived each year throughout the term of the Agreement

XI. Contracted Tickets

a. Red Rocks Concert Tickets

i. Sponsor will receive up to six (6) tickets to every Red Rocks concert throughout the term of the Agreement

b. Sponsor/Red Rocks VIP Experience

i. Sponsor will receive up to sixty (60) tickets (not to exceed \$6,000 total with taxes and fees) to one (1) mutually agreed upon Red Rocks concert each year throughout the term of the Agreement

1. AVD will facilitate ticket ordering from Red Rocks promoters and distribute tickets to Sponsor to execute the promotion

2. Sponsor must pre-select Red Rocks concert and place order prior to public on-sale dates

c. DPAC Event Tickets and Denver Coliseum

i. Sponsor will receive a ticket bank of one-hundred (100) tickets to use towards the Denver Coliseum and/or DPAC events throughout the term of the Agreement

1. Special restrictions apply, based on approval, no more than four (4) tickets per event

d. Wells Fargo Theatre Public Events

i. Sponsor will receive up to four (4) tickets to every public/ticketed show held at the Wells Fargo Theatre throughout the term of the Agreement

1. Special restrictions apply, based on approval, no more than four (4) tickets per event

EXHIBIT B

Consideration to City

Sponsorship Fee (per year).

2012	\$225,000
2013	\$225,000
2014	\$225,000

The 2012 sponsorship fee payment shall be made on or before a date ten (10) days following full execution of this agreement, and subsequent sponsorship fee payments shall be made on or before March 15 of each subsequent year during the term of this agreement. 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 5th calendar day after the date such amount is due and owing until paid to the City.

EXHIBIT C

Other Consideration To City

NOT APPLICABLE

EXHIBIT D

City/Sponsor Marks



EXHIBIT E

ARTS & VENUES DENVER VENUE SPONSORSHIP POLICY

Updated February 1, 2012

The relationships between Arts & Venues Denver (AVD), our event clients and our venue sponsors involve commitments of significant value. While AVD encourages event organizers to utilize our facilities and secure sponsorships, we must also ensure that the benefits events offer to potential event sponsors fit within the constraints of our corporate sponsorship program and current contractual obligations. This policy outlines AVD's process to work through event and venue sponsor conflicts and allows for effective communication and transparency with our clients and our corporate sponsors.

If you have any questions regarding the terms below, please contact AVD Marketing & Communications Department.

1) Event organizers will use reasonable efforts to submit event sponsors on-site benefits (e.g. banners, flags, tents, etc.) to AVD Marketing & Communications Department prior to signing an AVD venue booking agreement and at least sixty (60) days prior to the event date. AVD will review the information within seven (7) business days of receipt and will provide the event with notice of conflicts to existing AVD venue sponsorship agreements.

2) AVD reserves the right to limit event sponsorships activation in the following protected and exclusive venue sponsorship categories:

SPONSORSHIP CATEGORIES

CURRENT SPONSORS

• Airline	Southwest Airlines
• Beer/Malt Beverages	MillerCoors
• Beverages, Soft Drinks, Juices, & Sport Drinks	Pepsi Bottling Group
• Natural Spring Water and Bottled Water	Eldorado and Aquafina
• Energy Drink	Vuka
• Energy Provider	Xcel Energy
• Health Care Provider	HealthONE
• Spirits/Liquor	Beam Global Brands
• Spirits/Wine	Treasury Wine Estates

3) If event organizers wish to secure an event sponsor that falls within one of AVD's protected categories listed above, the event organizer will provide first right of refusal to AVD's venue partner for such a sponsorship. If the venue partner does not wish to participate, the event organizer must work within the approved footprint provided by AVD. At no time will conflicting, contracted venue signage or promotions be covered up or removed for public events.

4) To maintain the integrity of AVD's corporate sponsorship program, the sampling of products that compete with AVD sponsor products will not be allowed at the Venues, unless approved by the AVD Marketing & Communications Department. Concessions may be possible for private functions, not open to the public, and will be evaluated by the AVD on a case-by-case basis. Event sponsors who wish to sample products may do so only within the footprint of the event and during event times. Event sponsors may only distribute sample-sized items. Sample sizes for liquid beverages must be three (3) ounces or smaller and poured into a serving cup. Sample sizes for non-beverage items must be one (1) ounce or smaller.

5) Sponsorship displays and sales locations that are agreed to without approval from AVD may be removed after either written or oral notice (to be confirmed in writing) to the event organizer.

- 6) Under no circumstances will existing or permanent venue sponsor signage be covered or removed.
- 7) Event sponsor third party associations or pass throughs are not permitted.

AVD Marketing Department Contacts

Brian Kitts
Director of Marketing & Communications
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**EXHIBIT F
MILLERCOORS**

STATEMENT OF POLICY

Federal and state liquor laws make it unlawful for a brewer or beer wholesaler to provide anything of value (such as money, slotting fees, advertising, equipment, fixtures, or other gifts) to a retailer licensed to sell alcohol beverages to consumers. Such licensed retailers may include, but are not limited to, bars, restaurants, liquor stores, and grocery stores. With limited exceptions, the provision of any item of value from a brewer or beer wholesaler to a licensed retailer is considered to be an inducement to the retailer to carry and sell the brewer or wholesaler's products in the retailer's establishment - - and is a violation of the law. The law does not distinguish between retailers who carry the brewer or wholesaler's products exclusively and retailers who carry alcohol beverages produced by other companies. The law also does not distinguish between items of value given directly to the retailer by the brewer or beer wholesaler, and items of value given indirectly to the retailer through a third party acting on behalf of the brewer or beer wholesaler.

THEREFORE, MILLERCOORS PURCHASE OF SERVICES, ADVERTISING, OR SPONSORSHIP OR PROMOTIONAL RIGHTS FROM AN UNLICENSED ORGANIZATION MAY NOT RESULT IN, OR BE THE CONDITION OF, A LICENSED RETAILER CARRYING MILLERCOORS OR ITS WHOLESALERS' PRODUCTS.

MillerCoors decision to purchase services, advertising, or sponsorship or promotional rights from an unlicensed organization is based solely on the value of those services, advertising, or rights. MillerCoors decision is not the result of any agreement, understanding, or requirement between MillerCoors and the unlicensed organization that a licensed retailer will sell MillerCoors products as a result of MillerCoors purchase. Under no circumstances shall members of an unlicensed organization provide anything of value to a licensed retailer on behalf of MillerCoors or its wholesalers or require a licensed retailer to carry MillerCoors or its wholesalers' products as the result of MillerCoors relationship with the unlicensed organization. In all instances, the licensed retailer shall have full discretion in selecting which, if any, alcohol beverages to sell.

We are hopeful that all licensed retailers will consider carrying and selling MillerCoors products. However, all discussions, negotiations and agreements for the purchase of services, advertising, or rights from an unlicensed organization must be independent of and unrelated to any discussions with a licensed retailer regarding the sale of MillerCoors products.