

RFP L-28-17: Development & Implementation of a Citywide Corporate Marketing & Sponsorship Program



Florida's Warmest Welcome

City of Pompano Beach, 1190 NE 3rd Avenue,
Building C, Pompano Beach, FL 33060



Presented by:

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1 PROPOSAL POINTS

EXECUTIVE SUMMARY

The Superlative Group is North America's foremost expert specializing in the valuation of Naming Rights and corporate sponsorships to theatres, stadiums, arenas, event centers and other infrastructure owned by municipal entities, philanthropic institutions and colleges and universities. Founder and current President & CEO Myles Gallagher has assembled an industry-leading team that includes sales executives, attorneys and accountants that manage the entire process from research and analytics to closing sales and auditing partnerships.

Founded in 1994, Superlative is a privately held corporation headquartered in Cleveland, Ohio. Superlative focuses on the analysis and sale of Naming Rights and corporate sponsorships, capital campaign strategy and execution for our clients. To date, Superlative has delivered over \$2 billion in Naming Rights and sponsorship agreements. We have been representing public and private clients in the valuation and acquisition of mutually beneficial partnerships for the past 23 years.

Superlative realizes the Naming Rights and sponsorship industry is continually changing because we are changing it. Every day, our sales executives are challenged to create innovative products and partnerships that will deliver more value to both sponsors and clients. For the past two decades, our intense focus on innovation has allowed us to lead and shape the Naming Rights and sponsorship industry.

Superlative's dedication and focus on our clients, in addition to decades of experience in Naming Rights, sponsorships and advertising sales, will be an invaluable asset to the City of Pompano Beach in valuing the marketing and sponsorship potential of City assets.

Person authorized to make representations:

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ABILITY TO SATISFY RFP REQUIREMENTS

Attached to this proposal you will find several sponsorship agreements that Superlative has secured on behalf of its clients. Further, you will find attached a comprehensive valuation report that was completed by Superlative on behalf of its client the City of Denver Arts and Venues. This valuation reports includes Red Rocks Amphitheater.

This documentation shall demonstrate an unmatched ability to satisfy the requirements of the RFP.

CLIENT REFERENCES

REFERENCE #1

Ammar Rizki, Deputy Chief Financial Officer, Cook County
118 N. Clark Street, Room 1127, Chicago, IL 60602
(312) 603-4458
ammar.rizki@cookcountyil.gov
Services Provided: County-wide Asset Marketing and Program Management
Years Services Provided: December 2014-Present

REFERENCE #2

Tim Dimke, Executive Director, Rockford Park District
401 S. Main Street, Rockford, IL 61101
(815) 987-8880
timdimke@rockfordparkdistrict.com
Services Provided: Naming Rights Sales to Sportscore Facilities
Years Services Provided: June 2015-June 2016

REFERENCE #3

Dan Wall, Assistant Director, Miami-Dade County
111 NW 1st Street, 22nd Floor, Miami, FL 33128
(305) 375-4742
dtw@miamidade.gov
Services Provided: County-wide Asset Marketing & Sponsorship Program
Years Services Provided: October 2016-Present

REFERENCE #4

Eric Searles, Senior Planner, City of Woodbury
8301 Valley Creek Road, Woodbury, MN 55125
(651) 399-4423
esearles@ci.woodbury.mn.us
Services Provided: Naming Rights Sales to Minnesota United FC Facilities
Years Services Provided: April 2015-Present

REFERENCE #5

Max Sklar, Director of Tourism, Culture and Economic Development, City of Miami Beach
1755 Meridian Avenue, Suite 500, Miami Beach, FL 33139
(305) 673-7577 ext. 6116
maxsklar@miamibeachfl.gov
Services Provided: Development & Implementation of a City-wide Corporate Marketing & Sponsorship Program
Years Services Provided: March 2007-July 2012

EXPERIENCE & QUALIFICATIONS OF FIRM

City of Miami Beach, FL

The project team was tasked by the Parks & Recreation Department of the City of Miami Beach to complete a revenue potential study on various assets in their portfolio including the feasibility of a single-source soft drink agreement, official partnerships and Naming Rights. Superlative executed a single-source soft drink agreement with Coca-Cola on behalf of the City. The 10-year deal makes Coca-Cola the exclusive and official non-alcoholic beverage and recycling partner of Miami Beach. Coca-Cola agreed to provide “revenue enhancement opportunities” and advertising sales support to the City of Miami Beach. At 10 years and \$7 million, this was the largest soft drink agreement for a municipality in the world at the time.

City of Fort Lauderdale, FL

The Superlative Group was hired by the City of Fort Lauderdale to act as the exclusive Naming Rights Consultant to the famous Fort Lauderdale Aquatics Complex. This includes developing and implementing a strategic marketing plan, identifying and soliciting potential Naming Rights partners and negotiating a Naming Rights agreement. The aquatic complex is currently undergoing a \$17 million renovation over the next 4 years, including a new FINA compliant competition pool, refurbishment of an existing training pool, a new dive well, spectator bleachers, spa and grandstand. The project team is currently finalizing the valuation determining the feasibility and value of all aquatic complex assets. Once it is accepted by the City, the team will begin the sales phase.

Miami-Dade County, FL

Beginning in October 2016, The Superlative Group has a five-year contract with Miami-Dade County to perform a County-wide asset inventory, evaluate the marketability and sponsorship potential for County-owned assets and develop a strategic sales campaign in order to secure marketing partnerships. Opportunities include Naming sponsors, category partners and other corporate sponsors for County agencies, including Miami International Airport, Jackson Health System, Miami-Dade Transit, Zoo Miami and Port Miami. Currently, the project team is in the process of securing a County-wide single-source beverage rights agreement and conducting the Phase I valuation of Miami-Dade Transit assets for the Department of Transportation and Public Works.

United States Marine Corps

Superlative was appointed by the USMC to work in collaboration with its operational consulting agencies to perform an asset inventory and valuation and subsequently sell sponsorships on an enterprise-wide level (across the entire Corps, not just on individual bases). The project team undertook several “Deep Dive” site visits across the US and conducted interviews with key stakeholders in departments ranging from Base Command to Marketing to Procurement. We are now in the advertising and sponsorship sales phase of the project.

Sedgwick County, KS

The project team was hired by Sedgwick County to evaluate the potential Naming Rights, Sponsorship and Premium Seating revenue potential. In addition, the team was able to provide expert advice on various facility operations models. Through focus groups, industry standard benchmarking and individual one-on-one interviews with potential corporate and individual customers, the project team executives provided the County with a revenue projection report within 3% variance of the actual revenues generated. During the market demand study, project team executives identified a strong interest in loge boxes (4- to 6-person premium seating product) and significant secondary building sponsorships. The team worked closely with project architects to make small adjustments to the building, ultimately increasing its saleability. The project team was subsequently retained as the exclusive sales agent on behalf of Sedgwick County. In addition to the 25-year, \$8.75 million Naming Rights agreement with INTRUST Bank for the naming of the arena, naming partners for the Entrance Plaza (Cessna Aircraft Company) and Main Concourse (Spirit AeroSystems) were delivered for \$3 million each.

City and County of Denver, CO

Superlative was hired as the exclusive agent to serve the City and County of Denver for its sponsorship sales and management services. Prior to the sales phase, Superlative created in-depth sponsorship valuation for the Denver International Airport, Denver Performing Arts Complex, Red Rocks Amphitheatre, Denver Public Library, the Denver Coliseum and more. The project team handles all sponsorship activation and sales for Denver Arts & Venues. As the sole agency handling sponsorship for the venue, we handle the scheduling of all onsite activation, fulfillment of all assets as well as all year-end recaps. We also handle the sponsorship of Denver Arts & Venues events, such as Yoga on the Rocks, the Five Points Jazz Festival, Film on the Rocks and Fitness on the Rocks. Some of the sponsorship deals Superlative has secured include:

- 3-year deal with Brown-Forman for nearly \$300,000
- 2-year deal with Southwest Airlines for \$240,000
- 3-year deal with Miller-Coors for \$1.1 million
- 5-year deal with Pepsi for \$1.3 million
- 2-year deal with Jeep for \$330,000
- 3-year deal with Treasury Wine Estates for \$204,000
- 3-year deal with Red Bull for \$180,000
- 1-year deal with Conoco for \$150,000

Cook County, IL

The Superlative Group has been hired by Cook County to complete a comprehensive and ongoing assessment of all County and District assets and to develop and manage an asset marketing program. As Cook County's consultant, Superlative will fully develop, market and implement revenue-generating strategies associated with specific assets. Superlative will also implement marketing concepts, images, renderings and other items as are consistent with the goals of the County and the District. District assets include Cook County Health & Hospitals System, several parks, golf courses, parking structures and many other revenue-generating assets. The team secured a \$4.1 million pouring rights agreement with Pepsi and a multi-million dollar snacks agreement for the Cook County Forest Preserve. Currently, the sales team is working on partnerships for the bike share, digital boards and park trails.

Cuyahoga County, OH

The Superlative Group was hired as the exclusive Naming Rights consultant for the Cleveland Convention Center and Global Center for Health Innovation. Phase I of the project was completed and Superlative delivered a comprehensive analysis and inventory valuation. The project team secured a Naming Rights agreement between the Cleveland Convention Center and FirstMerit Bank (now Huntington Bank), making the convention center the “FirstMerit Convention Center of Cleveland” (now “Huntington Convention Center of Cleveland”). The agreement is worth \$10 million over 20 years.

City of Woodbury, MN in partnership with Minnesota United Football Club

The Superlative Group was selected in April 2015 to secure Naming Rights and sponsorship partners for Minnesota United Football Club’s soccer stadium (National Sports Center), indoor multisport complex (Bielenberg Sports Complex) and the team kits. The project team completed a full asset inventory and valuation on the Bielenberg Sports Complex prior to the sale of Naming Rights and sponsorships. Superlative is currently finalizing a 10-year, \$3 million Naming Rights agreement to the Beilenberg Sports Complex.

City of Santa Monica, CA

Superlative was hired by the City of Santa Monica to procure sponsors for the new 500-bicycle bike share program that just launched this year. The project team generated interest from potential sponsors to support the program and subsequently secured Hulu as its Presenting Sponsor for \$3.5 million over 5 years. The team is now seeking a Premier Sponsor.

Rockford Park District

The Superlative Group was selected in June 2015 to serve as the sole Naming Rights and sponsorship consultant for the Rockford Park District’s Sportscore Downtown and Sportscore II. The Rockford Park District is the third largest park and recreation system in Illinois and its network includes four sports complexes, five golf courses, four museums, two ice arenas, an equestrian center and numerous recreational paths and public gardens. The project team is currently finalizing a 10-year, \$2.75 million Naming Rights agreement to the Sportscore downtown and a 10-year, \$2.5 million Naming Rights agreement to Sportscore II.

City of St. Catharines, ON, Canada

Superlative was hired to provide fundraising consulting services for the City’s Spectator Facility, the new home of the Ontario Hockey League’s Niagara IceDogs. The project team secured a 25-year, \$5.26 million Naming Rights agreement with Meridian Credit Union, making it the most lucrative Naming Rights agreement in the Ontario Hockey League. Superlative also sold the 25 luxury suites in only two weeks, generating an additional \$2.6 million in contractually obligated revenue. Superlative then secured over \$2 million in club seats sales and an additional \$2.5 million in sponsorship sales. Sponsorship sales included:

- 10-year deal with Canadian Automobile Association for \$400,000
- 10-year deal with Coca-Cola for \$750,000 (*this is a city-wide pouring rights agreement*)
- 10-year deal with Molson for \$500,000
- 10-year deal with Casino Niagara for \$300,000

St. Paul Saints

The Superlative Group served as the exclusive Naming Rights Sales Consultant to the St. Paul Saints. The project included identification and valuation of Naming Rights and Cornerstone Partnership opportunities for the St. Paul Saints' new ballpark in downtown St. Paul, MN. Team members completed a full Phase I Project Inventory and Valuation and delivered an asset inventory report in less than 90 days. Following delivery of the report, Superlative entered the Phase II Sales process and sold the Naming Rights in less than 3 months. An agreement was reached with CHS, Inc. for \$15 million over 13 years. This Naming Rights deal is the most lucrative Naming Rights deal in the American Association of Independent Professional Baseball.

City of Frisco, TX

Superlative was hired by the City of Frisco to begin a citywide sponsorship program. The project team was tasked with valuing and assessing city events, facilities, parks and other intangible/intangible assets. Events included in the valuation include Frisco Freedom Fest, Prelude to Freedom Fest, Merry Main Street, Frosty, Daddy Daughter Dance, Easter Eggstravaganza and Mother Son Dance. Facilities and other assets include the Frisco Athletic Center, Frisco Fun Radio, Frisco Fun Guide, Harold Bacchus Community Park, Senior Center, Frisco Heritage Center and Frisco Fire Safety Town. A comprehensive asset inventory and valuation was delivered and the project team has just begin the sales phase this month.

City of Midland, TX

The Superlative Group was hired as the exclusive Naming Rights, Sponsorship and Premium Seating Consultant for the City of Midland and the Midland Rockhounds. Superlative completed a comprehensive valuation of both ballparks in the Scharbauer Sports Complex. The project team subsequently sold the Naming Rights to Citibank Ballpark for \$2.17 million over 25 years and Grande Communications Stadium for \$1.2 million over 25 years.

San Diego Metropolitan Transit System

The Superlative Group was hired as the exclusive Naming Rights and Sponsorship consultant for SDMTS to assist in the development of revenue-generating corporate sponsorship and Naming Rights programs. Superlative completed an in-depth analysis of all the SDMTS rail assets, which includes market research and analysis, development of a database for SDMTS assets with an estimated value for each assets and marketing strategy on the best approaches to maximize revenue to SDMTS. Superlative recently secured UC San Diego as the Naming Rights partner to the Blue Line at \$39 million over 30 years and is currently finalizing a Naming Rights deal for the Green Line. Currently, the project team is finalizing a \$25.5 million Naming Rights agreement to the Green Line. The announcement should come this summer.

Geis Companies

The Superlative Group was hired by Geis Companies to value the Naming Rights potential of their downtown parking garage, adjacent to their iconic Marriott hotel, The Metropolitan at the 9. Nestled in Downtown Cleveland's highest traffic area, the garage is just steps away from Progressive Field, Quicken Loans Arena and the Horseshoe Casino. The Naming Rights package includes Naming Rights to the garage, an annual spot on four 47' x 49' full-video digital billboards, valet domination and full property integration. The project team delivered a fully comprehensive valuation and is currently finalizing a parking garage Naming Rights agreement with SafeAuto Insurance.

EXPERIENCE & QUALIFICATIONS OF TEAM MEMBERS

Myles Gallagher, *President and CEO* – Valuation Support + Sales Co-Lead

Professional Qualifications: 28 years of Naming Rights and Sponsorship experience, 23 years as President and CEO of The Superlative Group

Educational Attainment: B.A., John Carroll University

A sales and marketing leader with 28 years of experience in Sports Marketing, Corporate Consulting, Entertainment Property representation and Municipal Marketing, Gallagher opened his full-service agency, The Superlative Group, Inc., in January 1994.

Before founding The Superlative Group, Gallagher played a key role in premium seating and sponsorship sales with the Cleveland Indians during their transition from Cleveland Municipal Stadium to Jacobs Field (now Progressive Field) in the early 90s.

Gallagher also served in IMG's Motorsports Division, responsible for driver endorsements and team representation, as well as the sales and marketing of Motorsports events, where he represented such brands as Eddie Cheever, Jackie Stewart, and Emerson Fittipaldi and directed sales of the Marlboro Grand Prix and other prestigious properties. Prior to IMG, Gallagher served as the youngest brand manager in the tire industry at Dunlop Tire Corporation.

Gallagher pioneered the field of Municipal Marketing and has led the transition of Naming Rights from a sports stadium niche to an integral part of public infrastructure financing.

Myles Gallagher serves on the Cleveland State University Foundation Board of Directors and supports Cristo Rey Jesuit High School in Chicago, John Carroll University in Cleveland, St. Edward High School in Lakewood, Ohio and the Bernie Kosar Charities.

Kyle Canter, *Chief Operating Officer* – Project Leader – Valuation Support + Sales Lead

Professional Qualifications: 9 years of experience in sponsorship sales and consulting

Educational Attainment: B.A., Tiffin University

As Chief Operating Officer of The Superlative Group, Canter is responsible for all aspects of business development, client management, strategic planning, staffing, financial forecasting and sales.

Canter has 9 years of experience in the Naming Rights and sponsorship analysis and sales arena. He's worked in the areas of municipal marketing, consulting, auto racing, music, beach volleyball and figure skating. His experience with C-Level executives at some of the world's most successful and recognizable brands including UPS, M&M's, Wrigley's, Anheuser-Busch, Corona and Corona Light, Oakley, Nestle, The Home Depot, Cleveland Clinic, Pioneer Electronics, Pedigree, FIJI and Snickers, provide him a more intuitive understanding of how executive teams value and analyze potential sponsorship and marketing partnerships.

Previously, Canter worked on several projects in IMG's Motorsports and Golf Divisions. Canter had the distinct privilege of working with IMG's Senior Management team for five years.

Andy Shessler, *Director of Analytics, Research & Statistics* – Marketing Asset Inventory Lead

Professional Qualifications: 12 years of experience previously working for IEG and Paragons Marketing Group

Educational Attainment: B.S., Northwestern University; M.B.A., University of North Carolina-Chapel Hill

Andy Shessler brings 12 years of experience in managing and valuating brand marketing and sponsorship portfolios for Fortune 500 clients, major events and professional sports organizations. The experience includes valuations for the San Francisco 49ers, Ford Motor Company and United Airlines.

Before joining The Superlative Group, Andy worked at Paragon Marketing Group. While at Paragon, Andy was the main contact for major client partnerships including the PGA Tour, Cleveland Indians, Cleveland Browns, Houston Texans, New York Red Bulls and Houston Dynamo. Andy manages these relationships and campaigns from beginning to end including program development, content creation, contract negotiation, on-site event management and result analytics.

Andy has led successful valuation campaigns, finding the true value of partnerships for clients such as Honda Motors, Direct Energy, the Toronto International Film Festival and many more.

Previously, Shessler was a Senior Director for IEG Sponsorship & Valuation Consulting.

Ross Kennerly, *Director of Strategy & Valuation* – Marketing Asset Inventory Co-Lead

Professional Qualifications: 11 years of experience previously working for IEG, BeatNIK Marketing Group and Social Capital Partnerships

Educational Attainment: B.A., Alma College; Diplome de Langue Française, Alliance Française Paris Ile-de-France

Ross Kennerly brings 11 years of experience in corporate sponsorship valuation, consulting, activation and sales, including over two years in nonprofit management, consulting-to-fundraise and cause marketing program development prior to joining TSG. Kennerly has also worked as a creative and sponsorship consultant for some of the world's most recognizable brands, including RJ Reynolds, Anheuser-Busch InBev, Kraft Foods Group, Jockey and Newell-Rubbermaid. He is responsible for business development, client management and all facets of the TSG valuation process.

Before joining TSG, Kennerly worked for Social Capital Partnerships, providing nonprofit fundraising strategy and raising millions of dollars through sponsorship sales as part of the development teams for over 10 international nonprofits, including the American Society for the Prevention of Cruelty to Animals, Disabled American Veterans, American Red Cross, Opportunity International, National 4-H Council, Rotary International, the United Nations Foundation, Best Friends Animal Society, Children's Miracle Network, Leukemia & Lymphoma Society, Feeding America and National Park Foundation.

Previously, Kennerly worked as the Director of Sponsorship Development at BeatNik Marketing Group, where he helped secure corporate partnerships for Michael Jordan Motorsports and the China Investment Federation. Prior to that, Kennerly valued hundreds of sponsorship packages as a Senior Sponsorship Analyst at IEG. His client list included the Rock and Roll Hall of Fame and Museum, Minnesota Twins, Walt Disney Corporation, NBC Universal and High Museum of Atlanta.

Matt Schaefer, J.D., M.B.A., *Vice President, Client Services* – Account Support

Professional Qualifications: 6 years of experience in contract and sales management

Educational Attainment: M.B.A., Cleveland State University's Monte Ahuja; College of Business; Juris Doctor, Cleveland State University's Marshall College of Law

Schaefer brings extensive experience in sales, negotiations, and contract services. He has advised clients through a variety of sales campaigns. Schaefer's legal and business experience makes him an integral part of the client relationship, from proposal, to contract execution, and all the way through activation.

As Superlative's Vice President of Client Services, Schaefer is in charge of developing key relationships, presenting unique marketing campaigns and working closely with corporations on their objectives.

Pat Nieser, *Director of Corporate Partnerships* – Sales Support

Professional Qualifications: 10 years of experience in professional sports sponsorship sales

Educational Attainment: B.S., Ohio University; M.B.A., Ohio University

Pat Nieser brings over 10 years of experience in the sponsorship sales world with time spent in the NCAA, MLB, NBA, NFL and digital sports field. He has also consulted, activated and valued marketing opportunities with the majority of his time spent selling corporate partnerships with the Cincinnati Bengals. During his time in Cincinnati, Pat was involved in major projects such as a stadium-wide Wi-Fi network installation.

Nieser has enjoyed working with clients in the CPG, retail, automotive, healthcare, malt beverage and technology industries. He received his Master of Sports Administration from Ohio University and has enjoyed supporting the American Cancer Society, University School and Ohio University through various volunteer and fundraising initiatives.

** All project team members have been working together for between 2-8 years. Myles Gallagher, Kyle Canter, Matt Schaefer and Pat Nieser are located in our Cleveland, OH headquarters. Andy Shessler is located in Chicago, IL and Ross Kennerly is in Las Vegas, NV.

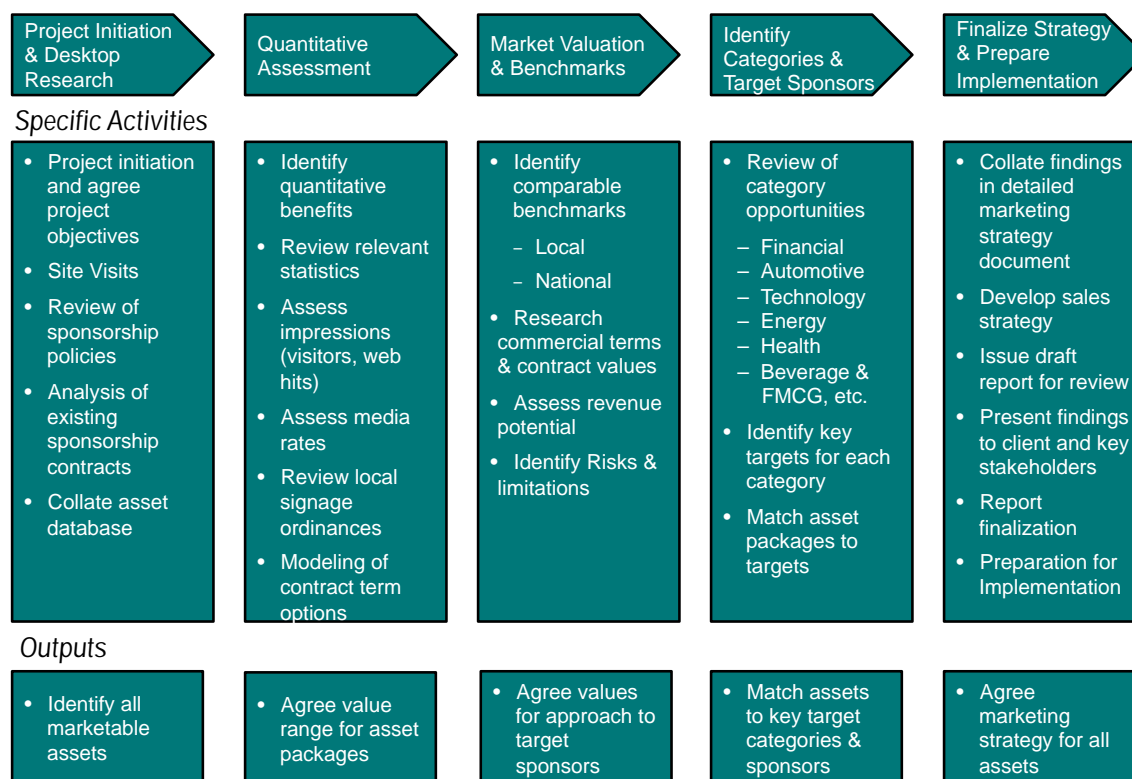
METHODOLOGY/APPROACH

Approach to Complete Scope of Work

This section describes our methodology and approach to the Superlative process. The Superlative Group has provided an overview of our proposed methodology for development of a Marketing Strategy for the project and Implementation of the Marketing Strategy.

PHASE I: ASSET INVENTORY & VALUATION

The following provides an overview of the activities and outputs, which will be undertaken during the development of the marketing strategy:



Superlative divides Phase I into two essential areas: Task I and Task II. In Task I, Superlative identifies the essential assets that are available for revenue generation. In Task II, Superlative develops packaging and marketing opportunities for Phase II.

Site Visits & Asset Database

Upon appointment as sales agents on any new engagement, The Superlative Group carries out initial research to review relevant documentation such as strategic plans, design briefs and project renderings to gain an in-depth knowledge of the project and make an accelerated start on our asset identification process.

Site visits are undertaken as soon as possible to view the assets being valued. We intend to have our team on site as we start the asset research process. A digital inventory of images and renderings is compiled which is used during the valuation process and subsequently, during development of promotional materials during the sales implementation process. This

information is used to identify commercial opportunities as part of the marketing strategy and valuation process.

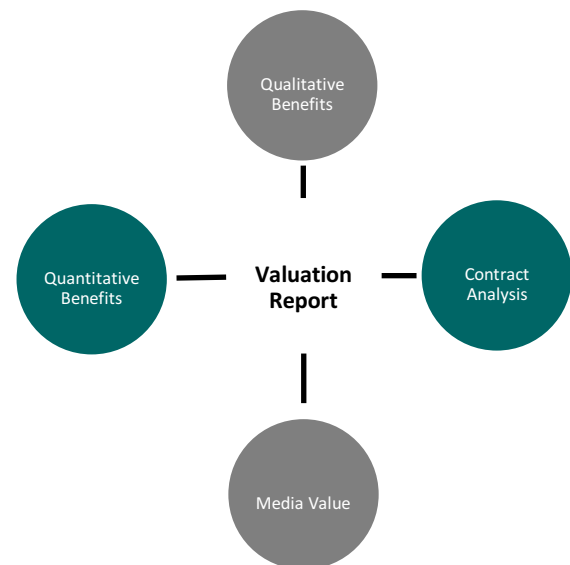
Task I: Valuation

In Phase I, the project team will identify and value all of the assets that the City of Pompano Beach has available to generate revenue. In this Phase, the project team will break down the valuation process into four elements: Media Value, Quantitative Benefits, Qualitative Benefits and Contract Analysis.

The key tasks of the four elements of the Valuation report are outlined below:

Media Value

The first step in Media Value involves understanding the number of possible "impressions," more easily described as the number of possible advertising or sponsorship platforms that are available to reach the target audience. In assessing the Media Value, the number of available impressions for television, print and online exposure will be identified. Impressions are then scaled from "valued impressions" to "waste impressions," adjusting the Media Value accordingly.



The Media Value includes an assessment of the value of engaging the target audience and the quality of exposure received. Understanding the value of each impression with respect to a specific demographic or target audience is an important part of Media Value. For example, a target audience of 18-34-year-old males may be considered as a "premium audience" by a wide range of partners, which would increase the Media Value.

The term "quality of exposure" is determined based on:

- How prevalent the Sponsor's "ID" (Name) is through the exposure period
- The "impact" its placement has

For example, a televised event at the Pompano Beach Amphitheater will be inherently more valuable than a small sign outside of a meeting room. High "quality of exposure" can be generated when the advertisement is integrated with an action of the audience that enhances or complements its experience. The final aspect of understanding Media Value is assessing the cost of engaging the target audience and achieving high-quality exposure. This will be an assessment of the cost of delivery (to the Naming Rights Partner or Sponsor), and may include direct costs (installing a hard sign), overhead costs (maintaining a sponsored walkway or media platform) or development costs.

Quantitative Benefits

Quantitative Benefits reflect the ability to adequately measure the return on investment that sponsorship partners can expect to receive. Quantitative Benefits include the direct or tangible benefits available to the sponsorship partner. These typically form a significant portion of the overall sponsorship value because each item is identified and guaranteed to

the sponsor.

Quantitative Benefits are separated into several categories including:

- On-site Signage
- Sporting or Event Tickets
- Marketing Collateral
- Display Opportunities

After carrying out the Media Value described above, Superlative will look at the Quantitative Benefits of each impression and begin to build a profile of the sponsorship value. Using industry standards and its extensive experience in this market, Superlative will use pre-impression, or rate card, values to assign a price or value to each benefit identified.

Qualitative Benefits

Qualitative Benefits, or intangible benefits, add value to sponsorships, but fall outside traditional media platforms and are often difficult to quantify. The Qualitative Benefits represent the premium value a sponsorship demands over alternative marketing investments.

Qualitative Benefits are classified into five broad categories:

- Prestige of Property
- Value of Audience
- Sponsorship Activation
- Sponsor Protection
- Geographic Reach

For example, the sponsor will receive an immeasurable amount of exposure from “word of mouth” advertising name mentions in TV and print media.

Contract Analysis

Along with the valuation, Superlative includes contract analysis and research in every Phase I report. The goal of Superlative’s research is to benchmark the activities of the City against other previous sponsorship deals, establish a list of any limitations or processes that affect a contract, develop a strategy to minimize the effects of those limitations and maximize all of the identified opportunities through a logical priority assessment. This list of limitations goes beyond the asset concepts requested in the Scope of Service requirements. Three examples of Superlative’s research include:

- Review of Pre-Existing City of Pompano Beach Agreements – The Superlative Group has extensive experience developing, auditing and benchmarking contracts for its public and private sector clients. Not only are price, fulfillment obligations and relative value for each party reviewed, but also values against similar contracts with other entities are benchmarked. The value of the sponsorship to the City will be inhibited by any pre-existing contracts relating to sponsorship. A thorough understanding of the existing advertising contracts will assess the impact that existing agreements place on the sponsorship agreements.
- Apply Standards and Regulations – The project team spends time early in the project reviewing all relevant statutes, signage regulations and rules to ensure the City’s marketing opportunities, within context of established guidelines, are understood. Superlative remains in close contact with the City’s legal and executive teams to

ensure that the asset database is being developed in a manner that is consistent with the City's existing policy regarding assets for marketing purposes.

- Analyze Marketing and Sponsorship Initiatives by other Campaigns – Superlative's extensive database includes many Naming Rights and sponsorship contracts from other public and private parks, arenas, stadiums, convention centers, colleges and universities. Superlative executives will collaborate with City of Pompano Beach representatives and other stakeholders to gauge the level of interest and enthusiasm for marketing partnerships.

Throughout Phase I, Superlative's goal remains the same: to analyze assets to determine marketability in an effort to maximize revenue-generating opportunities. This analysis enables Superlative to determine the optimal sponsorship level for City assets.

Task II: Market Analysis

Superlative will outline prospective partners and provide a market analysis of packaging opportunities. Optimum revenue generation is attained when there is a comprehensive understanding of:

- The inventory available
- The needs of potential sponsors

Superlative's experience in identifying and documenting marketing rights, combined with its knowledge of (and relationships with) large corporations, will give the City the tools to ensure the maximum revenues are leveraged out of every corporate partnership.

PHASE II: SALES CAMPAIGN

Contact and Evaluate Potential Sponsorship Partners

Superlative's expertise extends to the selling process. To ensure that coverage is comprehensive, Superlative uses a systematic approach to contact marketing partners:

- Exhaustive contact database of Superlative's thousands of international corporate contacts, which is continually updated
- Identify and research prospective corporations through various subscribed databases to match the marketing needs of corporations with the logical and most valuable marketing assets of the City
- Collaborate closely with City executives on recommendations they may have
- Promote sales campaign with a description of City initiatives through a myriad of resources
- Create presentation material: Such material will provide specific information for potential investments and/or partnerships with the City as a part of the sponsorship program, including:
 - Market/Demographic data
 - Measured media value
 - Value justification for unmeasured media
 - Sponsorship benefits and options
 - Options for renewal
 - Financial investment

Negotiate and Complete Agreements

Superlative will assist in any way that is comfortable for the City. Superlative's executives can be the upfront negotiator or advise team executives, depending on the City's desire and needs.

Present to City of Pompano Beach Executives and the Media

Superlative is well-versed in the appropriate procedures for announcements to media outlets. Superlative will work with the City to accurately present a negotiated corporate partnership to the appropriate executives and media. It is important that partnerships be communicated accurately, both financially and politically, while being cognizant of objections and concerns.

Manage Contract Fulfillment

Superlative will work with City staff to develop a system that accurately tracks the status of newly developed corporate partnerships. The company's experience shows that contract fulfillment requires participation from sales, legal and accounting functions to ensure high-quality partner relationships.

Manage and Audit Ongoing Rights

Superlative establishes post-contract review mechanisms to ensure that all benefits owed to the City are captured and that the City is meeting its obligations under these contracts. Superlative is a strong advocate of audits, especially when payments are performance-based.

Activation and Audit (Term of Agreement)

After delivery of a campaign agreement, the project team will assist the City in the activation and compliance of each aspect of that agreement. Specifically, Superlative shall:

- Finalize agreement terms and conditions
- Assist the City with the first year of activation of sponsorships
- Assist in the development of payment schedules and compliance issues
- Assist the City's advertising department, or its vendor, with signage placement and design
- Provide other services as requested by the City

Progress Reports

The project team has significant experience working on major projects such as this. Superlative understands that effective communication with the client is a critical part of successful project delivery.

As part of our standard reporting procedure, we use template reports to provide sales updates:

- Following all meetings with target companies regarding any Naming Rights, corporate sponsorship or revenue potential opportunity
- On a monthly basis to provide the project team with an update on activity during the period. We discuss these periodic sales update reports on a scheduled conference call

Reports are prepared in a template and serve as a record of discussion during sales meetings and log the following project details. Generally, our progress reports include the following information:

- Project Timescales and Sales Priorities
- Status and Progress of deliverables in Scope of Services
- Status of all activities, events and efforts
- Summary of meetings and presentations

- Summary of activity regarding market interest and feedback
- Summary of communications with potential sponsors
- Any deviations from project deliverables or schedule
- Plan of activities for next 30 days

The Superlative Group will agree to the format with the City's project team as part of our project initiation process.

DEVELOPING PRODUCT LICENSING

We understand that there are other areas of branding that the City can take advantage of. Each of the City's seals, marks, logos and slogans are City-owned assets that have the potential to generate revenue.

We would accumulate all of the City's marks, logos, etc. and determine what value they may have in the marketplace and what creative products we may be able to create in order to generate that revenue. This would include items like merchandising and branding. Items such as apparel or branding on credit cards through local banking institutions.

Superlative has secured licensing opportunities for several entities that are very similarly situated to the City.

PARKING GARAGE SPONSORSHIP OPPORTUNITIES

Superlative has completed multiple asset inventory and sponsorship valuations that have included parking lots or parking garage assets. There are a few ways to leverage an asset like a parking garage to generate revenue, of which you will find a list below. We look forward to sharing our in-depth strategy for parking garage revenue during a presentation to your selection committee:

- Naming Rights to the garage
- Advertising infrastructure opportunities
- Parking space lease revenue
- Valet service
- Affinity programs

AMPHITHEATER SPONSORSHIP OPPORTUNITIES

Similar to the parking garage assets mentioned above, Superlative has completed valuations for several amphitheater and amphitheater-like assets across the country and into Canada and Western Europe. Amphitheaters have multiple assets that are primed for sponsorship revenue. As a part of our presentation and subsequent asset inventory and valuation, Superlative will take a deep dive into those assets, how we value them and how we would secure maximum value on behalf of the City.

- Naming Rights to the Amphitheater & secondary Naming Rights
- Exclusive soft drink and other concession opportunities
- Premium seating
- Parking opportunities
- Category sponsorships
 - Energy
 - Wireless
 - Auto
 - Insurance

SUCCESSFUL EXPERIENCE IN PRIVATE/GOV. SECTORS

Superlative has had and currently has several similarly situated clients including the City of Miami Beach, Miami-Dade County, City of Fresno, City of Cleveland and multiple others.

We currently hold an 80% market share in municipal marketing. This dominant position in the industry has taught us and continues to teach us better ways to service our municipal and governmental clients. It is most likely for that reason that we now service organizations like the United States Marine Corps for its sponsorship needs.

Other clients include, but are certainly not limited to:

- City of Cleveland, Ohio
- City of Frisco, Texas
- Salt Lake County, Utah
- City of Henderson, Nevada
- Miami-Dade County, Florida
- City of Federal Way, Washington

Superlative has demonstrated an unmatched ability to secure sponsorship revenue for our clients throughout North America and into Western Europe. Overall, we have secured over \$2 billion in contractually obligated income for our clients.

Further, Superlative frequently exceeds market value in its sponsorship and Naming Rights sales efforts. For example, Superlative recently secured a sponsorship for the Freeway Service Patrol of the Ohio Department of Transportation. The market valuation anticipated potential revenues of \$6.5 million over the term. Superlative successfully sold the sponsorship to State Farm for over \$8.75 million over the term of the agreement.

Superlative had similar success in San Diego with the San Diego Metropolitan Transit System. Superlative valued the Naming Rights to the Blue Line at a market value of \$30 million over the term. Superlative secured the Naming Rights for \$37 million over the term. Similarly, in Cleveland, the project team valued the Naming Rights to the Cleveland Convention Center for a maximum annual payment of \$481,000. In the end, Superlative secured an average annual payment of over \$516,000 over the term.

These examples show what distinguishes Superlative from the competition and potential other responders to this RFP. Our ability to pinpoint market values in our valuation reports, and ability to go out and secure those revenues, are unmatched.

Also, Please see Pages 6-9 for evidence of successful experience working with private sector clients as well as national, state and local governments. Also, please see the attached documents that were discussed above.

BENEFICIAL CORPORATE RELATIONSHIPS

Superlative has an exhaustive database of contacts and close marketing relationships generated from our 23 years in business. We leverage that database everyday to create innovative products for the benefit of our clients. Our work in the Southwestern United States has been plentiful and we will continue to leverage those relationships.

SPONSORSHIP RETURN TO THE CITY

In Superlative's extensive municipal and governmental representation experience, we have encountered and successfully navigated numerous unique obstacles. Some of those obstacles include:

- Freedom of Speech issues – Concern of government officials if an organization in the religious or political space wants to name an asset. Those can be sensitive situations. Therefore a sponsorship policy is drafted to ensure that it is publicly stated that assets cannot be named after those types of organizations.
- Over-commercialization of public assets – There is always a fear among officials that something might be “NASCAR'd” up. Which is to say have too much branding or signage. Superlative is an expert in navigating this issue with all stakeholders and ensuring everyone comes away happy while maximizing revenue for the client.
- Signage regulations – Superlative has worked with every different type of government entity or municipality imaginable and each has its own unique signage policies and regulations from which Superlative works.
- Preferential treatment to one corporate organization over another – This issue is alleviated when we are hired as your agent. That way, we submit to you a list of target organizations that we would like to pursue in order to secure sponsorship revenue. When we approach all of these entities, there can be no question of preferential treatment by the City.

PLAN TO MAXIMIZE REVENUE

Superlative's goal is always to first determine the absolute maximum fair market value then leverage the commercial marketplace to deliver to the City the absolute maximum revenue for each opportunity and asset.

Our Phase I approach has proven time and again to pinpoint those market values and our proven sales approach has secured over \$2 billion for our clients.

SUPPORTING RELATED MAJOR CITY GOALS

Our valuation report will encompass all City departments with particular emphasis on the stated goals of the City. In our 23 years of experience, we have worked with each department stated here.

More than likely, each one of those departments will have assets that can be leveraged and monetized. It is our job to identify, value and sell those assets.

VISION AND OUTCOMES

The overall vision for a corporate sponsorship program will be to provide the City with a valuation report that identifies all of the opportunities to generate revenue, with particular emphasis on the high-value opportunities.

Once we have provided that valuation report, we provide a roadmap on how to secure the revenue opportunities identified. We would prioritize those opportunities with the City and its stakeholders.

Once we have that roadmap, we will approach the marketplace and secure revenues on behalf of the City. Ideally, those revenues will in some way alleviate the burden on the taxpayer and provide the City with money to fund projects!

TIME SPENT IN POMPANO BEACH

Project team members will be in Pompano Beach for a few days during the initial asset inventory and valuation to kickoff the engagement, complete a formal tour and site visit with City stakeholders, hold meetings with City stakeholders and acquire pertinent information to aid the Phase I work. After that visit, our analytics team will work with City staff to complete Phase I within the allotted time frame. During the sales phase, Superlative will likely be in town one to two times a month for sales meetings, interviews and presentations. Preparing deliverables, conducting phone calls and other account services can be conducted from our Cleveland, Las Vegas and Chicago offices.

LBE/SBE PROGRAM

In lieu of the forms provided by the City, please see below:

While we are open to exploring a partnership with either a Local Business or Small Business, upon first glance of the project, we do not believe it is in the best interest of either the City or Superlative for Superlative to enter into a subcontracting relationship with a third-party entity.

Based on the scope of The Superlative Group's performance in a potential agreement with the City, it would not be economically feasible for our firm to divide our work in the potential agreement to utilize an SBE or LBE certified subcontractor, nor would it be in the spirit of the City's programs.

Superlative prides itself as a Full-Service Sponsorship Sales Agency. Further, we pride ourselves on being the municipal marketing industry leader. This means that we complete each required activity in-house and at a very high quality.

Based on the detail of your scope and our experience, we are able to complete the entire Phase I Scope in-house. This would include any requisite printing or graphic services that may be needed to complete the work. Further, our Phase I process is part of what has allowed us to create our share of the market and we consider it to be a proprietary process. Opening that up to a potential subcontractor could be damaging to our business.

The potential scope for Phase II is much of the same. We deploy a team of sales executives that will blanket the market to secure revenue on your behalf. It is a process that Superlative completes at an incredibly high level and our methods have proven time and again to be successful.

If there is a portion of work to be subcontracted, it would be so small that it would not be in the spirit of the program, nor would it come near the stated goal of 15%.

We look forward to exploring this with you if and when we are fortunate enough to receive an interview with you, or fortunate enough to be awarded the contract.

2 FEE STRUCTURE

PHASE I ASSET INVENTORY & VALUATION

\$60,000 professional services fee + pre-approved travel reimbursed at cost

PHASE II SALES CAMPAIGN

Option 1

\$7,500/month retainer + 15% commission + pre-approved travel reimbursed at cost

Option 2

\$5,000/month retainer + 20% commission + pre-approved travel reimbursed at cost

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP L-28-17 Development + Implementation of a Citywide Corporate
(number) (RFP name) Marketing + Sponsorship Program

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Myles Gallagher Title President + CEO

Company (Legal Registered) The Superlative Group, Inc.

Federal Tax Identification Number 34-1762954

Address 921 Huron Rd. E

City/State/Zip Cleveland, OH 44115

Telephone No. (216) 592-9400 Fax No.

Email Address Schaefer@superlativegroup.com

CITY OF MIAMI BEACH

**COCA-COLA POURING RIGHTS
AGREEMENT**

4/13/11

2011-27704

March 14, 2012

Mayor Matti Herrera Bower
Mayor of City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33138

Dear Mayor:

This letter confirms the agreement made by and among the City of Miami Beach, Florida ("City"), Coca-Cola Refreshments USA, Inc. d/b/a Florida Coca-Cola Bottling Company ("Bottler") and Coca-Cola North America, a division of The Coca-Cola Company ("Company", and collectively with Bottler, "Sponsor"), which sets forth certain exclusive rights granted to Bottler by City, as set forth in the Term Sheet and Exhibits attached thereto, all of which are attached hereto as Attachment A.

1. Term Sheet and Definitive Agreement

The Term Sheet and Exhibits attached thereto are hereby incorporated herein in their entirety. This letter and the Term Sheet, together with any other attachments referenced in either, will constitute a legally binding agreement (the "Agreement") when this letter is signed by all parties in the spaces provided below. All capitalized terms not defined in this letter shall have the meanings assigned to them in the Term Sheet. This letter shall prevail in the event of any conflict between the provisions of this letter and the Term Sheet.

2. Advertising Rights

(a) City agrees that Bottler's advertising shall be positioned at all times in such a manner that the advertising message is in no way obscured (electronically or otherwise) and is clearly visible to the general public. The Products shall be prominently listed on any menu boards located at the Facilities and all Equipment (as such term is defined herein) dispensing Products shall be prominently identified with the appropriate trademarks/logos.

(b) City further agrees that all Products will be dispensed in Sponsor's Equipment and that no other trademarked, equipment, coolers or containers will be permitted.

3. Product Rights

(a) City shall purchase or shall cause its Concessionaires to purchase, all Products, (and cups, lids and carbon dioxide, if applicable) directly from Bottler.

(b) City hereby grants to Bottler the exclusive Beverage rights at the Facilities, except as may be otherwise provided for in this Agreement and Exhibits.

(c) If City contracts a concessionaire, City will cause concessionaire to purchase from Bottler all requirements for Beverages (and cups, lids and carbon dioxide, if applicable). Such purchases will be made at prices and on terms set forth in Bottler's existing agreement with concessionaire, if any. If no agreement exists between concessionaire and Bottler, such purchases will be made at prices and on terms set forth in this Agreement. City acknowledges that there will be no duplication of allowances, funding or benefits (including pricing) to City or concessionaire if concessionaire has an existing agreement with Bottler.

4. Equipment and Service

(a) Bottler Equipment and Service: During the Term, Bottler will loan to City, pursuant to the terms of Bottler's equipment placement agreements, at no cost, that Beverage vending equipment reasonably required and as mutually agreed upon to dispense Products at the Facilities ("Bottler Equipment"). In addition, Bottler will provide at no charge regular mechanical repair reasonably needed for Bottler Equipment, as further outlined in Exhibit 7 to the Term Sheet. Prior to Bottler's installation of Bottler's Equipment at a particular Facility, the City shall provide Bottler with written confirmation that it has conducted an inspection of the electrical service at such Facility and that, based on such inspection, the City finds that the electrical service at the Facility is proper and adequate for installation of Bottler's Equipment. Notwithstanding the preceding, if at any time following Bottler's installation of Bottler's Equipment at a Facility, Bottler's Equipment is damaged as the direct result of defective electrical service at the Facility, then the City will reimburse Bottler for the cost of repair or replacement, as the case may be, of Bottler's Equipment, pursuant to the filing of a claim with the City's self-insurance fund. Notwithstanding the preceding, the City shall not be responsible nor liable to Bottler under this subsection for any damages to Bottler's Equipment which is not caused as a direct result of defective electrical service at a Facility (including, without limitation, any damage to Bottler's Equipment which is caused due to the negligence or misconduct of Bottler's employees, contractors, and/or agents, or from any other cause or act other than faulty electrical service).

(b) Fountain Equipment and Service: During the Term, Company will loan to City, pursuant to the terms of Company's equipment placement agreement, at no cost, that Fountain Beverage dispensing equipment reasonably required and as mutually agreed upon to dispense a quality fountain Beverages at the Facilities ("Fountain Equipment")(collectively, Bottler Equipment and Fountain Equipment are called "Equipment"). No ice makers or water filters will be provided. All Fountain Equipment provided by Company will at all times remain the property of Company and is subject Company's equipment agreement, but no lease payment will be charged. To the extent that Fountain Equipment loaned from Company under this Agreement is located at Facilities that are owned, controlled or managed by a concessionaire of City or other persons not party to this Agreement, City will include provisions in its agreements with such concessionaires that recognize that the Fountain Equipment is owned by Company and that obligates the concessionaires to honor the terms and conditions such equipment agreement.

Company (or Bottler) will provide at no charge regular mechanical repair reasonably needed for Fountain Equipment. Any removal, remodel, relocation or reinstallation of dispensing equipment, flavor changes, summerize/winterize, line changes, or service necessitated by damage or adjustments to the equipment resulting from misuse, abuse, failure to follow operating instructions, service by unauthorized personnel, unnecessary calls (equipment was not plugged in, CO₂ or fountain syrup container was empty), or calls that are not the result of mechanical failure (collectively "Special Service Calls"), are not considered regular service and will not be provided free of charge. Charges for Special Service Calls will be charged at Company's (or Bottler's) then current rate and will be invoiced on a semi-annual basis. Charges will include labor, travel time, parts, and administrative costs.

5. Competitive Products Prohibited.

(a) City agrees that it will not knowingly permit any Competitive Products to be sold, distributed, served, sampled, marketed, advertised, or promoted in any manner at the Facilities, or in association with City, the Facilities or the City trademarks, during the Term, except as outlined in this Agreement.

(b) City agrees that City will not grant any rights, or enter into any contractual or other relationship, whereby City, the Facilities, and/or the City trademarks will be, or have the potential to be, associated in any manner, with any Competitive Products, except as outlined in this Agreement and the Term Sheet.

(c) If City learns of any Competitive Products being marketed, advertised, or promoted in any manner which implies an association with City, Facilities or City trademarks (hereinafter referred to as "**Ambush Marketing**"), City will promptly notify Bottler in writing of the Ambush Marketing; and also will promptly use its efforts, and cooperate in good faith with Bottler, to prevent or stop such Ambush Marketing in order to protect the exclusive associational rights granted to Bottler under this Agreement.

(d) Special Promotional Events Exception. See Exhibit 8.

(e) The City will provide Bottler with no less than thirty (30) calendar days prior written notice of each event which it intends to designate as a Special Promotional Event.

(f) The private, personal consumption of Competitive Products by athletes, coaching staff, musicians, actors, comedians, or other entertainment personalities appearing and performing at the Facility is allowed and will not be considered a Special Promotional Event. City shall use efforts to ensure such consumption is limited to private areas and may not be permitted in any area of the Facility to which the public or any member of the print or electronic media has legal access.

(g) Product availability at Facilities for private events. A private event at a Facility shall mean the use of a Facility, either through the rental of the Facility or through the issuance of a City-approved Special Event Permit, by a person(s) or business entity (ies) (i.e. such as a corporation) which is not open or accessible to the general public either free or via a purchased ticket. For example purposes only, private events may include, but not be limited, to the following: weddings, bar mitzvah/bat mitzvah and corporate events. Product availability and exclusivity at private events shall be handled as follows: Only Products will be sold, distributed, sampled or otherwise served at Facilities at any time. Notwithstanding the foregoing, Competitive Products may be distributed at no cost by the user of the Facility for private events, provided that Products will continue to be the only Products sold, distributed, sampled, or otherwise served by Facilities concession operations.

(h) Product availability at Facilities as it relates to charitable events (including, events produced by not-for-profit entities with valid tax exemption from the IRS) at Facilities or at City-Permitted Special Events (e.g., Relay for Life, Aids Walk, American Cancer Society), shall be handled as follows: Only Products will be sold, distributed, sampled or otherwise served at Facilities at any time. Notwithstanding the foregoing, Competitive Products may be distributed at no cost by the charitable organization using the Facility provided that Products will continue to be the only Products sold, distributed, sampled, or otherwise served by Facilities concession operations and that Bottler had opportunity to supply Products for the charitable event and declined.

6. Consideration.

(a) Pricing. Pricing (including price increases) will be implemented as outlined in the Term Sheet.

(b) Credit Card Readers and Funding. Bottler and City will mutually agree to install credit card readers in select Beverage dispensers, which are identified as high traffic locations. Bottler will pay for the credit card readers in an aggregate amount of not to exceed Ten Thousand Dollars (\$10,000). This funding will be earned over the Term of the Agreement. City shall have no responsibility to fund any overage for payment of the credit card readers should they exceed Ten Thousand Dollars (\$10,000). Bottler shall be responsible for all maintenance and repair of the credit card readers. Upon termination or expiration of the Agreement, City shall return all credit card readers to Bottler.

7. Trademarks; Approvals.

(a) City acknowledges that The Coca-Cola Company is the owner of all right and title in the trademarks "Coca-Cola", "Diet Coke", "Sprite", "DASANI", "Minute Maid", "POWERADE", "Fanta", "vitaminwater", "Full Throttle", "NOS" and other trademarks of The Coca-Cola Company, and it acquires no rights whatsoever in these trademarks

by virtue of this Agreement. City agrees to submit all proposed uses of The Coca-Cola Company marks to Sponsor for approval prior to use, but such approval shall not be unreasonably withheld.

(b) Bottler acknowledges that City is the owner of all right and title in the service mark "MiamiBeach" and that Bottler acquires no rights whatsoever in the service mark by virtue of this Agreement. Bottler shall have the right to use the City's service mark during the Term in connection with its marketing activities at the Facilities. Bottler agrees to submit all proposed uses of City's service marks to City for approval prior to use, but such approval shall not be unreasonably withheld.

8. Termination

(a) Notwithstanding the other provisions of this Agreement, if any federal, state or local law, rule, regulation or order prohibits, restricts or in any manner interferes with the sale or advertising of Beverages at any time during the Term of this Agreement, and the City fails to cure such breach within thirty (30) days following written notice of same from Bottler then, at its option, Bottler may terminate this Agreement and City shall (i) return any Equipment, and (ii) pay to Bottler the unearned portion of pre-paid Sponsorship Fees for the Agreement Year in which the termination occurs (pro-rated through the date of termination), if any, as well as any other upfront funding deemed earned over the Term, if any, prorated through the date of termination.

(b) City represents and warrants that it has full right and authority to enter into this Agreement and to grant and convey to Bottler the rights set forth herein. In the event of expiration or revocation of such authority, and if the City fails to cure such breach within thirty (30) days following revocation of full right and authority, then at its option, Bottler may terminate this Agreement, and City shall (i) return any Equipment; and (ii) pay to Bottler the unearned portion of pre-paid Sponsorship Fees for the Agreement Year in which the termination occurs (pro-rated through the date of termination), if any, as well as any other upfront funding deemed earned over the Term, if any, pro-rated through the date of termination.

(c) If Bottler breaches any of its material obligations under this Agreement, and fails to cure such breach within thirty (30) days following written notice of same from the City, then City may terminate this Agreement and Bottler shall remove all Equipment from the Facilities, and the City shall be entitled to retain the earned portion of any pre-paid Sponsorship Fees for the Agreement Year in which the termination occurs (pro-rated through the date of termination), if any; other upfront funding deemed earned over the Term, if any, prorated through the date of termination; and any fees or payments due for the Agreement year in which the termination occurs, such as commission fees, if any.

(d) Notwithstanding the above, nothing in this section shall operate to restrict any other remedies that either party may have against the other in the event of a material breach by a defaulting party.

9. Insurance

The Bottler acknowledges that the City is self-insured, as provided in **Attachment B** to this Agreement.

Bottler shall, at its sole cost and expense, obtain, provide and maintain, during the Term, the following types and amounts of insurance, which shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+ VI or higher rating in the latest edition of AM Best's Insurance Guide:

- 1) Commercial General Liability. A policy including, but not limited to, commercial general liability, including bodily injury, personal injury, property damage, in the amount of \$1,000,000 per occurrence. Coverage shall be provided on an occurrence basis.

2) Workers' Compensation per the statutory limits of the State of Florida and Employer's Liability Insurance.

3) Automobile Liability - \$1,000,000 combined single limit for all owned/non-owned/hired automobiles.

Said policies of insurance shall be primary for Sponsor/Bottler's negligence only to and contributing with any other insurance maintained by Bottler or City, and all shall name City of Miami Beach, Florida as an additional insured on the commercial general liability and automobile liability policies. Sponsor shall provide thirty (30) days written notice to City prior to policy cancellation.

Bottler shall file and maintain certificates of the above insurance policies with the City's Risk Management Department showing said policies to be in full force and effect at all times during the Term.

10. Notices

Any notice or other communication under this Agreement must be in writing and must be sent by registered mail or by an overnight courier service (such as Federal Express) that provides a confirming receipt. A copy of the notice must be sent by fax when the notice is sent by mail or courier. Notice is considered duly given when it is properly addressed and deposited (postage prepaid) in the mail or delivered to the courier. Unless otherwise designated by the parties, notice must be sent to the following addresses:

(A) **Notice to Sponsor.**

Coca-Cola Refreshments USA, Inc. d/b/a Florida Coca-Cola Bottling Company
3350 Pembroke Road
Hollywood, Florida 33021
Attention: V.P. Market Unit, South Florida
Fax: 954-986-3173
Ticket Addressee: V.P. Market Unit, South Florida
Fax: 954-986-3173

With a copy to: Coca-Cola Refreshments USA, Inc.
2500 Windy Ridge Pkwy
Atlanta, Georgia 30339
Attention: General Counsel

(B) **Notice to City.**

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33138
Attention: Hilda Fernandez
Fax: 305-673-7782

11. Governing Law

This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflict of law rules.

12. Compliance with Law

Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder.

13. Retention of Rights

No party shall obtain, by this Agreement, any right, title or interest in the trademarks of the other, nor shall this Agreement give any party the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks, service marks or copyrights of the other, except as may be expressly provided and authorized herein.

14. Jury Waiver

EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.

15. Entire Agreement

This Agreement and its exhibits contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be assigned without the prior written consent of all parties; provided, however, that Bottler may assign this Agreement in connection with its reorganization or the sale of all or substantially all of its assets. All amendments to or waivers of this Agreement must be in writing signed by all the parties.

The Coca-Cola Company, acting by and through
its Coca-Cola North America Division

By: Susanne Geldert

Print Name: Susanne Geldert

Title: Sr. VP, Southeast Region Sales

3/26/12

City of Miami Beach

By: Matti H. Bower

Print Name: Matti H. Bower

Title: Mayor

3/16/12

Coca-Cola Refreshments USA, Inc. d/b/a Florida
Coca-Cola Bottling Company

By: Sally Forsyth

Print Name: SALLY FORSYTH

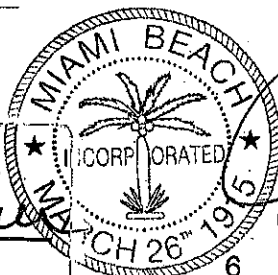
Title: REGION CONTROLLER

3/22/12

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

Robert Pariche

ATTEST



[Signature]
City Attorney

3-15-12

Date

Attachment A

TERM SHEET

EXCLUSIVE NON-ALCOHOLIC BEVERAGE AGREEMENT

**CITY OF MIAMI BEACH AND COCA-COLA REFRESHMENTS USA, INC.
and COCA-COLA NORTH AMERICA, A DIVISION OF THE COCA-COLA
COMPANY**

1. DEFINITIONS:	<p><u>Bottler:</u> Coca-Cola Refreshments USA, Inc. d/b/a Florida Coca-Cola Bottling Company</p> <p><u>Company:</u> Coca-Cola North America, a division of The Coca-Cola Company</p> <p><u>Sponsor:</u> Collectively, "Bottler" and "Company"</p> <p><u>City:</u> City of Miami Beach</p> <p><u>Agreement:</u> Exclusive Non-Alcoholic Beverage Agreement</p> <p><u>Facilities:</u> Includes the following Miami Beach property, including any land, building, structures and/or other facilities thereon: Miami Beach Golf Club; the Normandy Shores Golf Club; The Fillmore Miami Beach at the Jackie Gleason Theater (upon the expiration of the current management agreement); the Miami Beach Convention Center; all currently existing City of Miami Beach owned parks and recreational facilities; all currently existing City of Miami Beach owned public parking garages which are either directly operated by the City, through its Parking System, or by a third party who, pursuant to a management or concession agreement with the City, is contractually authorized to operate and manage such garage on behalf of the City; all currently existing public beachfront concessions which are either directly operated by the City or by a third party who, pursuant to a concession or management agreement with the City, is contractually authorized to operate and manage such concession on behalf of the City; and any additional future Facilities or expansion of existing or future Facilities, including but not limited to, the concession facilities at 21st and 46th street and at South Pointe Park and the Miami Beach Convention Center facility expansion, except as may be otherwise be excluded in the Agreement.</p> <p><u>Beverage:</u> all non-alcoholic beverages of any kind including but</p>
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	<p>not limited to coffee products; tea products; concentrated energy drinks, including those in small servings; protein-enhanced dairy beverages; frozen drinks (e.g. ICEE) and smoothies made from concentrate; and the pre-mix and/or post-mix syrups used to prepare fountain Beverages. "Beverage" or "Beverages" shall not include dairy products except as noted above (e.g. milk, yogurt, ice cream), water drawn from the public water supply, or unbranded juice squeezed fresh at the Facilities.</p> <p><u>Products:</u> Beverage products purchased directly from Bottler, or with written Bottler approval from, or Bottler's authorized distributor, or sold through vending machines owned and stocked exclusively by Bottler.</p> <p><u>Competitive Products:</u> Beverages which are not Products.</p>
2. AGREEMENT TERM:	The Term shall begin January 1, 2012 and will continue until December 31, 2021 (the "Term"). When used in this Term Sheet, the term "Agreement Year" means each consecutive twelve-month period during the Term, beginning with the first day of the Term.
3. EFFECTIVE DATE:	January 1, 2012
4. EXPIRATION DATE:	December 31, 2021 as to all Facilities
5. SPONSORSHIP FEE:	<p>\$3,725,000 for the Term of the Agreement.</p> <ul style="list-style-type: none"> • First installment of \$800,000 (includes sponsorship fee for Agreement Year One and signing bonus) will be paid within sixty (60) days of execution of the Agreement by all parties. The portion pertaining to the signing bonus (\$475,000) will be deemed earned over the Term and the portion pertaining to the sponsorship fee for the Agreement Year One (\$325,000) shall be deemed earned evenly on a monthly basis during the first Agreement Year. • \$325,000 due each Agreement Year thereafter during the Term of the Agreement, due upon the anniversary date of the Agreement and will be deemed earned over the Agreement Year. (Subject to purchase of a minimum of 22,500 cases of bottles/cans per year.)
6. COMMISSIONS:	Commissions to be paid quarterly in arrears by Bottler to City based upon cash collected less taxes and as per the Commission Rate Structure according to Bottler's sales records. (Exhibit 1)
7. COMMUNITY: SUPPORT/	Bottler will provide City with a total of \$17,500 in cash for the

COMPLIMENTARY PRODUCT:	<p>purchase of equipment or other products (mutually agreed upon)</p> <p>Bottler shall provide City, upon City's request, with up to 450 standard physical cases of complimentary Product (12 ounce CSD cans and/or DASANI 12 ounce bottles) per Agreement year for a Product bank to be used by the City. If City does not request complimentary Product by the end of each year, any remaining complimentary Product shall be retained by Bottler with no further obligation to Account. Bottler will provide complimentary Product donation report upon Account's request.</p>
8. ADVERTISING & SPONSORSHIP:	<p>Bottler has the exclusive right to advertise Products (i) at the Facilities and (ii) in connection with the Facilities. No permanent or temporary advertising, signage or trademark visibility for Competitive Products are permitted anywhere at the Facilities, except as permitted pursuant to the Agreement. Advertising rights are further delineated in Exhibit 2. Bottler has the exclusive right to advertise the Products as the "Official" or "Exclusive" soft drink, sports drink, dairy-based protein drink, water, tea, energy drink, and/or juice or juice drink, etc. of the Facilities, of the City of Miami Beach and of South Beach. Bottler will be the exclusive advertiser of Products associated with the Facilities.</p>
9. PRODUCT RIGHTS:	<p>Bottler has the exclusive right to sell or distribute Products at the Facilities. No Competitive Products may be sold, dispensed, sampled or served anywhere at the Facilities, or on the City's public rights-of-ways, except as may otherwise be provided for in this Agreement.</p>
10. EXCEPTIONS:	<p>Except for those Facilities specifically enumerated in Section 1., "Facilities" shall NOT include any City of Miami Beach property (including any City-owned land, buildings, structures, and/or other facilities thereon) which—as of the Effective Date—is used, occupied, controlled, and/or managed and operated by a third party (or parties) pursuant to any of the following agreements between the City and such third party(ies): (i) lease agreement; (ii) concession agreement; (iii) operation and management agreement; (iv) development agreement; (v) easement agreement; (vi) license and/or use agreement; (vii) revocable permit; and/or (viii) any other written instrument between the City and such third party(ies) which establishes a contractual right on behalf of such third party(ies) for the use and/or occupancy of City property. This shall include, but not be limited to, any City property occupied by a tenant through a lease or rental agreement (including, without limitation, leases or rental agreements for office,</p>

retail, and/or commercial uses(s) in City-owned buildings); any City property managed and operated, and/or otherwise used, by a third party(ies) pursuant to a management agreement or concession agreement; private upland owner beachfront concessions which are issued a permit by the City (and which are neither operated directly by the City, nor by a third party on behalf of and pursuant to a contract with the City); sidewalk cafes which are issued a permit to operated pursuant to the City's Sidewalk Café Ordinance, as may be amended from time to time; "public-private" projects developed and constructed pursuant to a Development Agreement (pursuant to the requirements of the Florida Local Government Development Agreement Act under Chapter 163, Florida Statutes); any hotel or retail development related to the expansion of the Miami Beach Convention Center that is not managed as part of the Convention Center operations (e.g. adjacent commercial retail, hotel, etc.); public bus shelter advertising managed by a third party under contract with the City; and advertising permitted pursuant to the City's current agreement for the public bike-share concession. Notwithstanding the preceding, the City will: i) make reasonable good faith efforts to meet with the bike-share concessionaire and negotiate an amendment to the existing bike-share concession agreement, which must also be subject to agreement by the bike-share concessionaire, to prohibit the bike-share concessionaire from advertising Competitive Products; ii) if City renews the bike-share concession agreement with the bike-share concessionaire, then, as a condition to such renewal, the City Manager will recommend that such renewal be conditioned that such renewal include a term prohibiting the bike-share concessionaire from advertising Competitive Products; and iii) no advertising of Competitive Products shall be permitted on bike-share station kiosks during the Term should the City, after the Effective Date, approve advertising for placement on bike-share kiosks. Should the City enter into any new bike-share agreements during the Term, no advertising of Competitive Products shall be permitted on the bicycles used for that bike-share agreement(s).

Further, for the following locations which are under a pre-existing concession and/or use agreement (i.e. in effect prior to the Effective Date of the Agreement) with a Competitive Products supplier, those Facilities will come under this Agreement after such Competitive Products agreement is terminated or expires, or until such time as the concession or use agreement with the City for those Facilities is terminated, expires or is subject to any renewal provisions. The current

list of such facilities, and their expiration dates, are as follows:

- 1) 21st Street/46th Street Beachfront Concession/Tim Wilcox, Inc. – 11/30/2012
- 2) South Pointe Park Concession/Blissberry – 11/30/2012
- 3) Normandy Isle Pool Concession Stand/E. Gomez – 11/09/2011

City agrees that it will not knowingly permit any Competitive Products to be sold, distributed, served, sampled, marketed, advertised or promoted at the Facilities, or in association with City, except, and as further explained, in Exhibit 8:

- Third party exhibitor set ups at Facilities or during City-Permitted Special Events in accordance with the City's Special Event Permit Guidelines, as same may be amended from time to time.
- Charitable events at Facilities or at City-Permitted Special Events where Competitive Product are donated to the charitable event;
- Availability at City-Permitted Special Events only within Special Event Permit Area (as such term is defined in the City's Special Event Permit Guidelines, as same may be amended from time to time).
- Up to four (4) sponsorship events at the Miami Beach Golf Club, and up to four (4) sponsorship events at the Normandy Shores Golf Club each Agreement year;
- up to three (3) sponsorship events at the Miami Beach Convention Center each Agreement Year (the number limitation for the sponsorship events at the Miami Beach Convention Center is subject to a review after three (3) Agreement Years);
- a mutually agreed upon number of sponsorship events at the Fillmore Miami Beach at the Jackie Gleason Theater (upon expiration of the existing management agreement); and
- up to four (4) City-issued Special Event Permits for a "City Approved Major Sponsorship Public Event", each Agreement Year, which includes an event sponsored by a manufacturer, distributor, or marketer of Competitive Products under a master sponsorship agreement with the owner or operator of the sponsorship event; an event conducted on a national or regional multi-market basis; and/or an event where a competitor is the presenting, title or other primary sponsor of the event. The number limitation for City-Issued Special Events is subject to a review after three (3) Agreement Years.

	<p>Whenever possible, City will make reasonable good faith efforts to encourage third party users of the Golf Courses and Convention Center, and Special Event organizers, to use Bottler's Products for their non-alcoholic beverage needs. Since third party organizers who apply for Special Event Permits will be permitted to sell only Bottler's Products, City will amend City's Special Events Permit Application and City will provide Sponsor contact information through the City's Special Events Permit Application process.</p>
11. MARKETING PROGRAM:	<p>Bottler agrees to provide Account with annual in-kind marketing support fund with an approximate retail value of Two Hundred Thousand Five Hundred Dollars (\$200,500) as further delineated in Exhibit 3.</p>
12. RECYCLING PARTNER:	<p>Bottler shall be designated the official "Recycling Partner" of Account. In consideration of this designation, Bottler shall provide, at their cost, the services/products delineated in Exhibit 4, with a minimum total value of \$15,000; and up to \$25,000 over the entire Term</p>
13. VENDING PROGRAM/OTHER EQUIPMENT	<p>City agrees that Bottler shall place a minimum of sixty-five (65) Product vending machines in mutually agreed upon locations at the Facilities, and Bottler will loan to City at no cost, Beverage dispensing equipment as reasonably required and as mutually agreed upon to dispense Products at the Facilities, and in accordance with Exhibit 5.</p>
14. CITY SUPPORT:	<p>In consideration of the partnership, City grants to Bottler: Twenty-six (26) rounds of golf each Agreement Year (max of eight during peak season; no more than twelve at Miami Beach Golf Course; benefit does not roll over); a minimum of four (4) free tickets to at least six (6) ticketed events at Facilities each Agreement Year, subject to availability (e.g. Art Basel Miami Beach, Auto Show, South Beach Comedy Festival at the Fillmore, etc.). Additional tickets will be provided as available. Benefit does not roll over.</p>
15. PRICING:	<p>Bottle/Can Pricing: City is entitled to purchase bottle/can Products from Bottler in accordance with the price schedule set forth in Exhibit 6; prices shall remain in effect until July 31, 2012. Thereafter, such prices will be subject to an annual increase of no more than four percent (4%) over the previous Agreement Year's price.</p> <p>Fountain Products or Georgia Coffee Pricing: Bottler will sell fountain Products to City at the National Account prices, as</p>

	<p>announced by the Bottler in January of each year. Georgia Coffee pricing shall be provided quarterly based on commodity markets.</p> <p>Purchasing: All Product shall be purchased directly from Bottler, except for those Products that Bottler identifies can be purchased from an authorized Coca-Cola distributor.</p>
16. TERMINATION:	<p>If City breaches any of its material obligations set forth in this Agreement, and fails to cure such breach within thirty (30) days following written notice of same from Bottler, then, Bottler may terminate this Agreement, and City shall (i) return any Equipment, and (ii) pay to Bottler the unearned portion of any pre-paid Sponsorship Fees for the Agreement Year in which the termination occurs (pro-rated through the date of termination).</p> <p>If Bottler breaches any of its material obligations set forth in this Agreement, and fails to cure such breach within thirty (30) days following written notice of same from City, then, City may terminate this Agreement, and Bottler shall (i) remove any Equipment, and (ii) pay to City the earned portion of any pre-paid Sponsorship Fees or other fees or payments due for the Agreement year in which the termination occurs (pro-rated through the date of termination).</p> <p>City shall not be in default in the event of any claim filed in relation to City's restriction on Competitive Product sampling; provided, however, the Bottler shall have the following remedies: 1) ability to renegotiate financial terms, as appropriate, within a specified time (e.g. 90 days); or, 2) failing to negotiate terms acceptable to both parties within specified time, Bottler may terminate the Agreement, and City shall (i) return any Equipment, and (ii) pay to Bottler the unearned portion of any pre-paid Sponsorship Fees for the Agreement Year in which the termination occurs (pro-rated through the date of termination). Nothing in this section shall operate to restrict either party's other remedies in the event of a material breach by the other.</p>
17. MAINTENANCE & SERVICE:	<p>Bottler agrees to provide reasonable service and maintenance for the equipment during the Term. City shall allow Bottler to enter its premises for the purpose of inspection or performance of such maintenance and repair, or necessary replacement or return of the equipment. Bottler and City will establish a mutually agreed upon refund bank and customer service program, as delineated in Exhibit 7.</p>
18. REPORTS/AUDITING:	<p>Bottler will provide an annual business review report within 90</p>

	<p>days following each Agreement Year during the Term; Commission reports will be provided monthly. The format of such reports shall be mutually agreed upon. City has the right to audit/inspect account statements with reasonable prior notice to Bottler and during normal business hours. If City requests an audit, City agrees to pay for such audit. Account records must be retained for a minimum of two (2) Agreement Years after the payment of the annual Sponsorship Fee is paid, in addition to the current Agreement Year of the Term, and for two (2) Agreement Years following expiration or termination of the Agreement.</p>
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Exhibit 1 to Term Sheet

COMMISSIONS

Workplace Facilities (City Hall, Police Station, and other City Facilities):

<u>Product</u>	<u>Vend Price</u>	<u>Commission Rate</u>
20 oz. PET carbonated/NESTEA®	\$1.25	30%
20 oz. PET Minute Maid®	\$1.25	30%
20 oz. PET DASANI®	\$1.25	30%
300 ml PET DASANI®	\$0.75	30%
20 oz. PET POWERADE®	\$1.50	30%
20 oz. PET vitaminwater®	\$1.75	15%
16 oz. cans Energy Beverages	\$2.00	30%
16.5 oz. PET FUZE ®	\$2.00	15%
15.2 oz. PET Minute Maid® Juices to Go	\$1.50	15%

All other public locations (such as South Beach):

<u>Product</u>	<u>Vend Price</u>	<u>Commission Rate</u>
20 oz. PET carbonated/NESTEA®	\$1.50	30%
20 oz. PET Minute Maid®	\$1.50	30%
20 oz. PET DASANI®	\$1.50	30%
300 ml PET DASANI®	\$1.00	30%
20 oz. PET POWERADE®	\$1.75	30%
20 oz. PET vitaminwater®	\$2.00	15%
16 oz. cans Energy Beverages	\$2.25	30%
16.5 oz. PET FUZE®	\$2.25	15%
15.2 oz. PET Minute Maid® Juices to Go	\$1.75	15%

In Agreement Years Four and Seven, the Vend Prices will increase by twenty-five cents for each Product listed above. For example, in Agreement Year Four, 300ml. DASANI will increase to \$1.00 Vend Price and then in Agreement Year Seven, 300ml. DASANI will increase an additional twenty-five cents to \$1.25. The Commission Rates will not change during the Term of this Agreement. There are two vend rates (one for workplace and one for public locations) that will be outlined in the final formal agreement between the parties, but note that commission rates will remain the same.

Commissions are paid based upon cash collected after deducting taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any. Commissions shall not be payable on any sales from vending machines not filled or serviced exclusively by Bottler. Bottler may adjust the vend prices and/or commission rates as necessary to reflect changes in its costs, including cost of goods, upon prior written notice and approval by City. Commissions will be paid each month following the month in which they are earned, with an accounting of all sales and monies in a form reasonably satisfactory to the City, and shall become immediate property of City.

Exhibit 2 to Term Sheet

ADVERTISING RIGHTS

(Except as otherwise noted, the following rights may not be transferred or assigned by Bottler)

1. Recognition of Bottler as the "Official Non-Alcoholic Beverage Sponsor" of City. Official status will include Official Status Recognition for City across all non-alcoholic beverage categories i.e. "Coca-Cola Official Soft Drink of Miami Beach" and Official Status Recognition for South Beach across all non alcoholic beverage categories (i.e. "POWERADE Official Sports Drink for South Beach")
2. Official Sponsor Status (for Products) of all City-produced citywide Special Events, whether now existing or as may exist in the future (i.e. including, without limitation, and for example purposes only Sleepless Nights); Bottler to have highest sponsorship level and benefits available other than presenting or title sponsorship. In addition, Bottler will be recognized as the "Title Sponsor" of City's "Fire on the 4th Annual Independence Day Celebration" each Agreement Year during the Term.
3. Recognition of Bottler as the "Official Recycling Partner" for the City of Miami Beach & South Beach
4. Joint Bottler/City Logo placement on City and City-related websites (e.g. Miami Beach Convention Center, Miami Beach Golf Club, Normandy Shores Golf Club, Miami Beach Culture web site (MBCulture.com); and any other City websites, whether now existing or as may exist in the future, to such extent as permitted by any federal or state regulations on .gov domains. City will use reasonable commercial efforts to include joint Bottler/City Logo on all printed convention and tourism materials, as appropriate and available.
5. Waiver of any Special Event Permit and/or Permit Application Fees for Bottler's use of certain Account Facilities for up to two (2) mutually agreed upon events per Agreement Year, based on availability. For purposes of the Special Event Permit and/or Permit Application Fee waiver, these Facilities shall include public beachfront areas and Parks and Recreation facilities where Special Events are permitted. All other fees and costs of production, including but not limited to, taxes, security, sanitation, etc., shall be the responsibility of Bottler. Right may not be transferred or assigned.
6. Waiver of any rental or use fees for Bottler's use of certain City Facilities for up to (two) 2 mutually agreed upon events per Agreement Year, based on availability. For purposes of the rental or use fee waiver, these Facilities shall include the use of meeting room space or ballroom space at the Miami Beach Convention Center. All other fees and costs of production, including but not limited to taxes, security, audio/visual, decoration, etc., shall be the responsibility of the Bottler. Right may not be transferred or assigned.
7. Unlimited, royalty-free Product sampling at City produced and/or sponsored events; Royalty-free Product sampling permits per Agreement Year, as follows: 48 permits each Agreement Year, but permits will be limited to not more than six (6) permits in any one month period. Right may not be transferred or assigned. If Sponsor does not use all 48 permits by the end of each Agreement Year, any remaining permits will not roll-over to the following Agreement Year, but will be forfeited.
8. Mutual agreement on the development and use of a joint logo between Bottler and Account.
9. Right to use mutually agreed upon joint logo on any point-of-sale, marketing materials, and/or signage that may be mutually agreed upon.
10. Royalty-free advertisement in City's magazine (i.e. MB Magazine); minimum of a quarter page each issue; larger ad-size as may be available. Right may be transferred or assigned.
11. Royalty-free prominent advertisement in any Special Promotional Event programs or collaterals produced for City-produced citywide Special Promotional Events (i.e. including, without limitation, July 4th and Sleepless Nights). City shall use best efforts to provide a full page ad.

12. The right to brand City's public beach concession area(s) with approved Bottler and City joint branding graphics (e.g. concession stands, storage shed, umbrellas, etc.), subject to proposed branding meeting all necessary administrative and regulatory approvals. Implementation of any approved branding shall be at the Bottler's expense. All trademark usage must be pre-approved prior to usage. The erection of any other signage other than vending machine display shall be subject to approval by the City.
13. One Royalty-free joint City/Bottler message PSA advertising panel at the 5th and Alton bus shelter; production/installation costs paid by Bottler. Minimum of full use of one PSA ad panel for the entire term of the Agreement.
14. Minimum of one (1) Royalty-free advertising panel at the 5th and Alton bus shelter, on a space availability (remnant) basis; production/installation costs paid by Bottler. Right may be transferred or assigned.
15. Minimum of one (1) one-month Royalty-free electronic joint City/Bottler message PSA run on Atlantic Broadband and Welcome Channel; Additional months based on ongoing availability;
16. Minimum of one (1) unlimited run on MBTV of City/Bottler message PSA;
17. Royalty-free POF ticket ad based on space availability; production costs paid by Bottler. Right may be transferred or assigned.

The parties agree to perform such additional marketing activities, as the parties may mutually agree upon to drive traffic to the Facilities and to increase Product sales.

Exhibit 3 to Term Sheet

MARKETING PROGRAM

Bottler shall provide City for approval with the proposed annual marketing plan for promotion of the partnership no later than ninety (90) days prior to the beginning of each Agreement Year, except for the first Agreement Year when the marketing plan shall be provided to the City within ninety (90) days after execution of Agreement. The annual value of the marketing plan shall be no less than \$200,500, as determined in good faith by Bottler and based on generally accepted marketing values. Some examples of activation may include the following; however, actual marketing programs will depend on availability of these programs.

- Inclusion of the City in the My Coke Rewards program, or other customer reward program offered by Bottler, through an annual promotional program (e.g. sweepstakes); estimated value \$100,000, or equivalent value. Activation based on availability
- Truck-back promotions program - value: \$24,000/year based on availability
- Box Topper program or other similar high-visibility promotional program; value: \$25,000/year
- Neck Ringer program: a Neck Ringer program shall be available with a minimum distribution of neck ringers
- Touring Program: Bottler will bring the Open Happiness Tour, or such other promotional touring program offered by Bottler, to the City based on availability.
- Bottler to develop and implement at least five (5) strategic marketing partnerships with the Account and the Bottler's other sponsorship partners during the Term of the Agreement. Such strategic marketing partnerships may include, but are not limited to, cross promotion, product, tickets, etc., with other brands or products currently under a sponsorship or other promotional/marketing agreement with the Bottler.
- Lebron James Event/celebrity event; value: \$45,000 based on availability, or equivalent value

City acknowledges the intent of the Bottler to develop a joint marketing logo incorporating the Bottler's mark and the City's mark. Bottler shall obtain approval from the City, in writing, of the joint logo for use in promotion of the Agreement, including, but not limited to, its use in all commercial, marketing, media advertisements, web sites and promotional products.

A party's use of the other party's marks in promotions, on products and signage, shall be first approved by the other party in writing, and all uses of a party's marks shall be acknowledged as that party's intellectual property and include appropriate trademark notices.

The parties agree to perform those additional marketing activities, as the parties may mutually agree upon to drive traffic to the Facilities and to increase Product sales. City agrees to provide Bottler with reasonable marketing assets inventory (e.g., to be used with a My Coke Rewards national consumer sweepstakes, or other such similar sweepstakes) for mutually agreed upon promotions each year during the Term to promote Bottler Products and City.

Exhibit 4 to Term Sheet

RECYCLING PARTNERSHIP

Bottler shall be designated the official "Recycling Partner" of City.

Bottler shall provide, at its cost, the following services/products (value of \$15,000-\$25,000):

- Assess, consult and offer a Recycling Program Plan for bottle/can recycling initiatives
- Propose messaging strategy for the City's bottle/can recycling initiatives (within 90 days after execution of Agreement)
- Provide Temporary recycling bins for special events (minimum of 30) to City at Bottler's cost;
- Provide Recycling bins for placement in Facilities or agreed upon public areas (minimum of 15) to City at Bottler's cost; design subject to review and approval of City;
- Place reverse vending machines (crushers) in vending banks in the Facilities; minimum of five (5) crushers placed during the first five Agreement Years of the Term, at Bottler's cost.
- Use of Recycling Educational Vehicle (REV,) or other Education Recycling material, at City events; scheduled at least one time every 18 months during the Term.

Exhibit 5 to Term Sheet

VENDING PROGRAM

Bottler shall place, at their cost, all vending machines in agreed upon locations pursuant to the following:

- 1) Bottler shall provide to City within 90 days after execution of Agreement the proposed equipment plan for the Agreement Term; to include the machine allocation plan by type (e.g. interactive vending machines, glass front etc.) and location; equipment replacement schedule; and vend front replacement and schedule for existing vending machines that need the vend front replaced. All equipment shall be UL energy star rated.
- 2) Bottler shall install vending machines within 180 days after the proposed equipment plan has been approved by all parties. Both parties agree that the installation of vending machines shall be completed within 180 days after the proposed equipment plan has been approved by all parties, Agreement execution. The already approved beach thematic vend fronts will be used unless other mutually agreed upon vend fronts have been selected and approved, and if beach thematic vend fronts are available. The vend fronts shall include advertising panels for use by the City, as approved by Bottler, provided that the vending machines are equipped with advertising panel(s). Bottler shall pay all costs for the production and installation of the City vend front advertising panels. A minimum of two (2) and a maximum of four (4) City vend panel ads shall be produced/installed each Agreement Year.
- 3) Bottler shall provide within 90 days after execution of Agreement the proposed credit card reader installation plan and schedule. All credit card reader installation shall be completed within Agreement Year One.
- 4) City shall provide all electrical power necessary to operate the vending machines, and City shall pay up to \$200 for the cost of any electrical modifications or connections necessary to accommodate any new vending machine placement, upon mutual agreement of the proposed location for the placement of the vending machine.
- 5) All vending machines remain the property of the Bottler.
- 6) Bottler shall provide a product list to the City to be included in the vending program. Any changes to the Product list shall be provided to the Account prior to Product placement in a vending machine. Bottler shall work with the City's Parks and Recreation Department to identify the appropriate vending products for inclusion in vending machines located in any City park. The City's Park and Recreation Department shall provide approval, in writing, of the Products to be sold in the vending machines placed in City parks.
- 7) Bottler shall maintain vending machines reasonably well-stocked with Products.

Exhibit 6 to Term Sheet

INITIAL PRICE SCHEDULE*

<u>Package</u>	<u>Price per case</u>
20 oz. CSD	\$17.85
12 oz. CSD	\$9.46
15.2 oz. MMJTG	\$23.36
12 oz. DASANI®	\$8.88
1 liter CSD	\$16.29
20 oz. DASANI®	\$10.82
20 oz. vitaminwater®	\$27.00
8 oz. CSD	\$16.00
20 oz. NESTEA®/ Minute Maid® Refreshment	\$17.85
20 oz. POWERADE®	\$19.00
16 oz. Monster®	\$34.00
2 liter CSD	\$12.35
16.9 Honest Tea®	\$12.60
500 ml Gold Peak®	\$13.99
8 oz. aluminum bottle	\$16.48

<u>Post-Mix</u>	<u>Price per gallon</u>
5 gallon BIB CSD and NCB	\$12.24
2.5 gallon BIB CSD and NCB	\$12.78
5 gallon BIB Unsweet NESTEA®	\$11.82
2.5 gallon BIB Unsweet NESTEA®	\$12.40
5 gallon BIB Premium NCB	\$12.75
2.5 gallon BIB Premium NCB	\$13.30
5 gallon BIB Frozen Dispensed	\$13.88
2.5 gallon BIB Frozen Dispensed	\$14.26

<u>Cups</u>	
24 ounce	\$52.89 per 1,200

<u>Lids</u>	
24 ounce	\$34.55 per 2,000

<u>CO2</u>	
20 lb. cylinder	\$25.00 per cylinder (plus \$75.00 deposit)

*All prices are per standard physical case and exclusive of taxes, deposits, handling fees, and recycling fees.

Georgia 64 Oz Brew; Price per Case and package size: (Prices effective for the period: 1/1/2012-3/31/2012) (All coffee is priced FOB to Distributor, prices do not include any distributor markup.)

<u>Product</u>	<u>Package</u> <u>(Frac)</u>	<u>Small Filters</u>	<u>Large Filters</u>
Dark Roast	100, 2.75 oz	\$110.38	\$110.38
Light Roast	128, 2.25 oz	\$117.87	\$117.87
Decaf	75, 2.00 oz	\$67.95	\$67.95
Organic	75, 2.75 oz	\$110.10	\$110.10

Exhibit 7 to Term Sheet

MAINTENANCE & SERVICE

During the Term, Bottler will loan to Account, pursuant to the terms of Bottler's equipment placement agreements, at no cost, that Beverage equipment reasonably required and as mutually agreed upon to dispense Beverages at the Facilities.

Bottler agrees that all equipment shall be new or in "like new" condition and that it shall operate and manage the equipment, services and facilities offered in a first-class manner. Bottler shall provide City with the Maintenance Plan and Schedule for all Bottler equipment within 90 days of execution of Agreement, to include the Bottler's plan and schedule for servicing the City.

Bottler shall provide throughout the Term of this Agreement, at Bottler's expense, all repairs, replacements and technical services necessary to maintain and preserve the Bottler's equipment in a decent, safe, healthy and sanitary condition satisfactory to City and in compliance with applicable laws.

Bottler warrants that it shall correct all mechanical problems with vending machines no later than four (4) business days after notice and no later than twenty-four (24) hours after notice for all other dispensing equipment.

Acts of vandalism to Bottler's equipment will be reported to Bottler immediately and addressed within four (4) business days. If the vending machine is repairable, the vending machine will be repaired within four (4) business days. If the vending machine is not repairable, vending machine will be condemned and swapped within seven (7) business days.

Bottler is the only party allowed to make repairs on Bottler-owned equipment.

All vending machines shall display a "service hotline" sticker to expedite calls. A toll free ("1-800") number shall be provided and a 24-hour per day, seven days a week continuously operating telephone answering service shall be provided.

A reimbursement fund in the amount adequate to handle all necessary refunds between service calls shall be made available to City at designated location(s) mutually agreed upon by City and Bottler. Each person requesting a refund shall complete a form which shall be maintained by the City and provided to the Bottler as required. The reimbursement fund shall be checked by the Bottler no less than once a month and replenished as needed. Information on refunds shall be provided on each machine.

Exhibit 8

The term "Special Promotional Events" ("Event") shall mean and is limited to the following: concerts; theatrical or comedic performances; conventions; trade shows; religious events; athletic events; or other special events occurring at a Facility that meet the following requirements: (i) they are sponsored by a manufacturer, distributor, or marketer of Competitive Products under a master sponsorship agreement with the owner or operator of the subject Event (including, without limitation, a concert or theatrical production company, or a trade show or convention production company, but NOT including in any instance the City or its affiliates or agents); (ii) they are conducted on a national or regional multi-market basis; (iii) they are NCAA collegiate championship athletic events; and, (iv) the event sponsorship agreement referred to in subsection (i) above requires on-site temporary signage for Competitive Products.

The term "Special Promotional Events Exceptions" shall refer to those exceptions granted under the Agreement, for each Agreement year, to permit the following fifteen (15) Special Promotional Events at the following Facilities: (i) four (4) events at the Miami Beach Golf Club; (ii) four (4) events at the Normandy Shores Golf Club (The Miami Beach Golf Club and Normandy Shores Golf Club may also be referred to collectively herein as "Golf Courses"); (iii) three (3) events at the Miami Beach Convention Center ("Convention Center"); and (iv) four (4) City Approved major Sponsorship Public Special Events (as defined below); provided, however, that the number limitation for City Approved Major Sponsorship Public Special Events shall be revisited and reviewed by the parties, in good faith, at the conclusion of the third Agreement Year.

- a. **Golf Courses and Convention Center/Special Promotional Events Exception.** In any Agreement Year, temporary signage (such as, but not limited to, banners) for Competitive Products may be displayed at each of the Golf Courses during up to four (4) Special Promotional Events, and during up to three (3) Special Promotional Events at the Convention Center ; PROVIDED, HOWEVER, that: (i) Sponsor's Beverage availability, marketing, advertising, promotional, and other rights under this Agreement will not otherwise be affected during any such Event; (ii) Competitive Products may be distributed at no cost, but no Competitive Products will be sold or otherwise made available during the Event(except as permitted in this exception); (iii) no blockage of any signage or other trademark/service mark display Sponsor may have at the Facility will occur during the Event, except for incidental blockage due to the construction and/or placement of a person, stage or other structure necessary to and actually used during the Event; or, in the case of NCAA championship events , religious events or political conventions where no advertising is allowed and all advertisers are treated equal with all signage covered in the seated area of the Facility; (iv) all temporary signage for Competitive Products will be promptly removed from the Facility upon the conclusion of the Event; and (v) at no time will the Competitive Products make any statements, or use any temporary signage, that uses the trademarks/service marks of the City of Miami Beach, South Beach, Golf Courses or the Convention Center, nor in any way associate these Competitive Products with the City of Miami Beach, "South Beach," the Golf Courses, or the Convention Center. The Special Promotional Events at the Golf Clubs and the Convention Center must occur over a period of no more than twenty-four (24) hours. The twenty-four hours does not include set up or tear down time required, or NCAA Championship events or political conventions which may exceed the aforesaid time limitation. The Convention Center may use the three one day

(one day = twenty-four hours) in the aggregate in each Agreement Year during the Term. Aggregate, as used in this paragraph, shall mean the total of twenty-four hours multiplied by the total number of Special Promotional Events permitted, as provided for herein. For example purposes only, the Miami Beach Convention Center are provided three Special Promotional Event Exceptions per Agreement Year. As such, the three Special Promotional Events may occur in the Miami Beach Convention Center for a total of 72 hours in an Agreement year (24 hours x 3 events = 72 hours/year).

- b. City Approved Major Sponsorship Public Special Events/Special Promotional Events Exception. In any Agreement Year, temporary signage (such as, but not limited to, banners) for Competitive Products may be displayed during up to four (4) Special Promotional Events for City Approved Major Sponsorship Public Special Events. The term "City Approved Major Sponsorship Public Special Event" shall refer to a City-approved public event (i.e. where public access is allowed either via no cost or via pre-purchased ticket) held on City property, and permitted pursuant to the City's approved Special Event Permit process, as same may be amended from time to time during the Term of this Agreement (for example purposes only, this may include, but not be limited to events such as Super Bowl Pepsi Jam and Red Bull Illume); and may also include an event sponsored by a manufacturer, distributor or marketer of Competitive Products pursuant to a sponsorship agreement with the owner, operator or promoter of the event; an event conducted on a national or regional multi-market basis; and/or an event where a Competitive Product is the naming, presenting, title, brought to you by, or other primary sponsor of the Event. Temporary signage for Competitive Products at City Approved Major Sponsorship Public Events may be displayed as an Event "naming sponsor", Event "presented by" sponsor, Event "brought to you by" sponsor, or as a sponsor represented as a "Gold" or "Platinum" (or such other equivalent) sponsor of the Event; PROVIDED, HOWEVER, that: (i) Sponsor's Beverage availability, marketing, advertising, promotional, and other rights under this Agreement will not otherwise be affected during any such Event; (ii) no blockage of any signage or other trademark/service mark display Sponsor may have at the Facility will occur during the Event, except for incidental blockage due to the construction and/or placement of a person, stage or other structure necessary to and actually used during the Event; or, in the case of NCAA championship events, religious events or political conventions where no advertising is allowed and all advertisers are treated equal with all signage covered in the seated area of the Facility; and (iii) all temporary signage for Competitive Products will be promptly removed from the Facility upon the conclusion of the Event. At no time will the Competitive Products make any statements or use any temporary signage that uses the trademarks/service marks of the City of Miami Beach, "South Beach," or the Facilities, or in any way associate these Competitive Products with the City of Miami Beach Facilities. Notwithstanding the above, Competitive Products may be distributed, sampled or made available during a City Approved Major Sponsorship Public Special Event for which there is a Special Promotional Events Exception. Such distribution, sampling or availability shall occur ONLY within the approved site plan for the event. However, should concession service (sales) for any non-alcoholic beverage other than Products be required or necessary for the event, and there are no existing concessions at the location of the City Approved Major Sponsorship Public Special Event for which there is a Special Promotional Events Exception, the City Manager shall submit a letter to Sponsor requesting that Sponsor grant a waiver to permit such sale at the Event; outlining the details of the exception and the business reasons for the request and such request shall require Sponsor's prior written approval. Sponsor reserves the right to not approve the limited waiver for this purpose. Sponsor will notify the City Manager of whether the request for waiver will be approved within twenty (20) business days of Sponsor receiving the City Manager's letter. -

The Special Promotional Event Exception for a City Approved Major Sponsorship Public Special Event must occur over a period of no more than seventy-two (72) hours. The seventy-two hours does not include set up or tear down time required, or NCAA Championship events or political conventions which may exceed the aforesaid time limitation. The seventy-two hours may be used in the aggregate in each Agreement Year during the Term. Aggregate, as used in this paragraph, shall mean the total of seventy-two hours multiplied by the total number of Special Promotional Events Exceptions, as provided for herein. As such, the four Special Promotional Events may occur on public property for a total of 288 hours in an Agreement year (72 hours x 4 events = 288 hours/year).

- c. Other permitted Exceptions. Exhibitors at Conventions or trade shows, or third party exhibitor set ups at Facilities shall have the right to serve Competitive Products within their booth provided that same is limited to the duration of the corresponding event and, provided further, that the Competitive Products are not marketed, advertised or promoted in association with the City of Miami Beach and/or the Facilities, and their respective trademarks. For example purposes only, a Cadillac booth at the Auto Show in the Convention Center would be allowed to give away bottled water with the Cadillac Logo. Notwithstanding, Sponsor's Products would continue to be the only Products allowed to be sold, distributed or sampled at the Facility's concession operations.
- d. Competitive Beverages may also be permitted to be distributed, at no cost, at third party events that are not affiliated with the City, but where the City has permitted the event through the issuance of a City of Miami Beach Special Events Permit, subject to the City's notification to Sponsor prior to the event; and, provided further, that the third party event operator is not a manufacturer, distributor or seller of a Competitive Product; that the Competitive Products are not marketed, advertised or promoted in association with the City of Miami Beach or the Facilities, and their respective trademarks; that no Competitive Products will be sold during such event; and that the distribution of the Competitive Product is limited to Special Event Permit Area (as such term is defined in the City's Special Event Permit Guidelines, as same may be amended from time to time through the Term of this Agreement). For example purposes only, a third party event contemplated under this paragraph might include, but not be limited to, a walkathon or marathon where one of the event sponsors might request to be permitted to distribute free bottled water to the event participants. Notwithstanding the above, Sponsor shall have first right of refusal to provide donated Beverages through a sponsorship agreement to the non-profit events, permitted by the City through the issuance of a City of Miami Beach Special Events Permit, known as the White Party, Winter Party and Miami Beach Pride (based on the level of non-alcoholic Beverages provided for the White Party, Winter Party and Miami Beach Pride events in 2012.) for the sale of these Beverages by these three (3) events as part of their annual charity fundraisers. If Sponsor elects to participate, Sponsor will notify the organizer six (6) months prior to start date of White Party, Winter Party and Miami Beach Pride events. If at any time during the Term the Sponsor cannot or does not provide donated non-alcoholic Beverages through a sponsorship agreement to these three (3) non-profit events for this purpose, these three (3) events shall be permitted to secure Competitive Products for use and sale consistent with the use and sale of non-alcoholic Beverages in the 2012 White Party, Winter Party and Miami Beach Pride events.

Per Section 9 of Term Sheet, No Competitive Products may be sold, dispensed, sampled or served anywhere at the Facilities, or on the City's public rights-of-ways, unless otherwise expressly spelled out in the Agreement.

DENVER ARTS & VENUES

MILLER-COORS POURING RIGHTS AGREEMENT

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (this "**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 (the "**City**"), **THE SUPERLATIVE GROUP, INC.**, a Colorado corporation, located at 26600 Detroit Road, Suite 250, Cleveland, Ohio 44145 ("**Superlative**"), and **MILLERCOORS, LLC**, a Delaware limited liability corporation doing business at 250 South Wacker Drive, Chicago, IL 60606 ("**Sponsor**").

1. RECITALS: The City through Denver Arts and Venues ("**DAV**") owns and operates certain public entertainment 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 (collectively, the "**City Venues**"). The City also produces and promotes certain events.

Sponsor is in the business of manufacturing malt beverages. Sponsor would like to obtain certain sponsorship opportunities in connection with the City Venues.

The 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. Sponsor shall be entitled to the rights and benefits set forth in **Exhibit A**.
 - 2.2 Sponsorship Rights Fees. In consideration of the rights and benefits provided to Sponsor as set forth in this Agreement, Sponsor shall pay to the City the fees set forth in **Exhibit B**. Superlative shall be responsible for ensuring that such rights and benefits conferred by the City are delivered to Sponsor.
 - 2.3 Uses and Protection of Trademarks/Service Marks and Other Intellectual Property. The 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 C** (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 events at the City Venues (the “**Events**”) and various activities associated therewith, the City and Sponsor may make various references to each other and may display the Marks of the 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. The 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 a separate licensing agreement covering such materials or items before they may be sold or distributed for sale.

2.4 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 either Party.

2.5 Exclusivity. This Agreement between the City and Sponsor contained herein shall be exclusive. As used herein “exclusive” means that the City will not enter into a contract or other legally binding arrangement conferring marketing or other sponsorship opportunities for a beer and malt beverage or hard cider products company at the City Venues. Sponsor acknowledges

that the 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 and signage may be visible at these times. In addition, the City may enter into booking agreements for the use of the City Venues with entities who may compete with Sponsor, without violating this Agreement.

Sponsor shall be subject to Arts & Venues Denver Venue Sponsorship Policy, as the same may be amended from time to time. A copy of the current policy is attached hereto as **Exhibit D**.

- 2.6 **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 party. Sponsor shall have no power of direction and control over the City or the City's employees, agents, subcontractors, or volunteers, or the manner or method utilized by the City in the performance of its functions. The 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 Sponsor's acts and those of Sponsor's agents, employees, volunteers, and subcontractors relating to the performance of this Agreement.
- 2.7 **Indemnification.** Sponsor shall (i) defend, release, indemnify and save and hold harmless the City and (ii) with respect to the serving, selling, and/or sampling by sponsor of Sponsor products, release, indemnify and save and hold harmless ARAMARK Sports and Entertainment Services, LLC, a Delaware limited liability company ("**Aramark**"), as concessionaire of the Red Rocks Amphitheatre (including the Visitor Center and Trading Post) and the Denver Coliseum: (x) 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 or Aramark ("**Damages**"), and (y) 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 ("**Claims**"). Sponsor's foregoing obligations shall apply to Damages and Claims in any way resulting from or arising out of and to the extent caused by acts, errors, or omissions of Sponsor or its officers, employees, representatives, suppliers, invitees, licensees, subconsultants, subcontractors, or agents in the performance under this Agreement; provided, however, that Sponsor need not indemnify and save and hold harmless the City, its officers, agents, and employees from damages proximately resulting from the sole 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. Defense costs coverage must be included in the liability coverage provided for the City and County of Denver, its officers, officials and employees as additional insureds. These indemnification obligations shall survive the termination of this Agreement by expiration of the Term hereof or otherwise.

2.8 Insurance.

2.8.1 General Conditions: Sponsor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Sponsor shall keep the required insurance coverage in force at all times during the Term of this Agreement, or any extension thereof, during any warranty period [and for three (3) years after the termination of this Agreement]. Each policy shall be an "occurrence based" policy which shall be reflected on the certificate of insurance. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII or better. Sponsor shall provide written notice of cancellation to the parties identified in the Notices paragraph of this Agreement by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Sponsor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Sponsor. Sponsor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

2.8.2 Proof of Insurance: A certificate of insurance shall be supplied to the City prior to the execution of this Agreement. Sponsor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Sponsor certifies that the certificate of insurance complies with all insurance requirements of this Agreement. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Sponsor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management

Office may require additional proof of insurance, including but not limited to policies and endorsements.

- 2.8.3 Additional Insureds: For Commercial General Liability, Sponsor's and any subcontractors' or subconsultants' insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- 2.8.4 Waiver of Subrogation: For all coverages required under this Agreement, Sponsor's insurer shall waive subrogation rights against the City.
- 2.8.5 Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities) that are present on-site at the City Venues to provide goods or services required by this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Sponsor. Sponsor shall ensure that all such subcontractors and subconsultants maintain the required coverages. Sponsor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- 2.8.6 Workers' Compensation/Employer's Liability Insurance: Sponsor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Sponsor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of Sponsor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the Term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Sponsor executes this Agreement.
- 2.8.7 Commercial General Liability: Sponsor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$50,000 fire damage legal (\$300,000 if a City facility is leased), \$2,000,000 products and

completed operations aggregate, and \$2,000,000 policy aggregate.

2.8.8 Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

2.8.9 Additional Provisions: For the Sponsor only, not the Sponsor's sub-contractors or sub-consultants, the additional provisions of this paragraph 2.8.9 apply. For Commercial General Liability, the policies must provide the following:

- (a) Defense costs are outside the limits of liability;
- (b) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (c) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

2.9 Term. The term of this Agreement shall commence as of February 1, 2015 (the "**Effective Date**"), and shall end at 12 o'clock midnight on December 31, 2017 (the "**Term**").

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

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

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

2.10.3 Superlative shall have no right to terminate this Agreement.

2.11 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.

2.12 Miscellaneous General Provisions.

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

2.12.2 Assignment. A party shall not 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 (i) Sponsor may assign or transfer its rights and delegate its obligations under this Agreement to any affiliate of Sponsor, or (ii) Sponsor may assign or transfer its rights and delegate its obligations under this Agreement to any entity acquiring all or substantially all of the assets or stock, by merger or otherwise, of Sponsor, or (iii) the City may assign and delegate the obligations of Superlative under this Agreement to an entity under contract with the City to provide sponsorship sales, activation, and related services for the City, or (iv) the City may at any time, at its option, perform the obligations of Superlative under this Agreement. For purposes of this provision, "affiliate" shall mean any entity controlling, controlled by or under common control with Sponsor.

2.12.3 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.

2.12.4 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.

2.12.5 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.

2.12.6 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 (3) 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, Arts and Venues Division
144 W. Colfax Ave
Denver, CO 80202

With a copy to:

City and County of Denver
Finance Director, Arts and Venues Division
1345 Champa Street
Denver, CO 80204

SUPERLATIVE:

Superlative Group, Inc.
26600 Detroit Road, Suite 250
Cleveland, Ohio 44145

SPONSOR:

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

2.12.7 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 a "**Force Majeure Event**"); provided, however, that no party shall be entitled to relief under this Paragraph 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. If any Force Majeure Event affects Sponsor's ability to receive the benefits as set forth hereunder, the City shall give written notice to Sponsor, and the City will offer refund based on a pro rata value of the benefits not received by Sponsor.

- 2.12.8 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.
- 2.12.9 Authority. The City and Sponsor represent and warrant that each, respectively, has full power and authority to enter into this Agreement.
- 2.12.10 Exhibits. All references to exhibits herein are to exhibits that are specifically incorporated by reference to this Agreement.
- 2.12.11 Headings. All headings and captions are for convenience only, and shall in no way affect their construction and interpretation.
- 2.12.12 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, and the terms of this Agreement regarding indemnification, effect of termination, governing law, venue, and Marks, shall survive the termination of this Agreement.
- 2.12.13 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.

- 2.12.14 No Discrimination In Employment. In connection with the performance under this Agreement, 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, gender variance, marital status, or physical or mental disability; and Sponsor further agrees to insert the foregoing provision in all subcontracts hereunder.
- 2.12.15 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 and Sponsor, and nothing contained in this Agreement gives or allows any claim or right of action by Superlative or any third person or entity. It is the express intention of the City and Sponsor that any person other than the City or Sponsor receiving services or benefits under this Agreement, including Superlative, shall be deemed to be an incidental beneficiary only.
- 2.12.16 Review Of Records. 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 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 Sponsor, directly related to this Agreement, and 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 Sponsor's obligation to retain the above records, shall expire three (3) years after Sponsor's final payment has been delivered to the City.
- 2.12.17 Electronic Signatures and Electronic Records. Sponsor and Superlative consent to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this Agreement in the form of an electronic

record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

- 2.12.18 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 person to purchase or not purchase any brand of malt beverage which they choose. Sponsor's Statement of Policy attached hereto as Exhibit E is incorporated herein by the reference.

Contract Control Number: THTRS-201520449-00

Contractor Name: MillerCoors LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of October 13, 2015.

SEAL



CITY AND COUNTY OF DENVER

ATTEST:

Debra Johnson

Debra Johnson, Clerk and Recorder,
Ex-Officio Clerk of the City and
County of Denver

By

Michael B. Hancock
Michael B. Hancock, Mayor

APPROVED AS TO FORM:

D. Scott Martinez, Attorney for the
City and County of Denver

REGISTERED AND COUNTERSIGNED:

By

Cary Kennedy
Cary Kennedy, Manager of Finance

By

Laurie J. Heydman
Laurie J. Heydman, Assistant City
Attorney

By

Timothy M. O'Brien
Timothy M. O'Brien, Auditor



Contract Control Number: THTRS-201520449-00

Contractor Name: MillerCoors LLC

By: K. Wilson

Name: Kristin Wilson
(please print)

Title: Strategic Sourcing Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: THTRS-201520449-00

Contractor Name: THE SUPERLATIVE GROUP, INC.

By: Kyle Carter

Name: [Signature]
(please print)

Title: COO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

SPONSORSHIP RIGHTS AND BENEFITS

I. All-Venues Signage

a. Point of Sale/Menu Board Signage

- i. Sponsor will receive brand exposure, where sponsor product is sold, on both permanent and portable concession locations. Exposure may include name recognition, logo or product description. Point of sale signage will be made available at all DAV Venues to include Red Rocks Amphitheatre, Denver Coliseum, Denver Performing Arts Complex (Ellie Caulkins Opera House, Buell Theatre and Boettcher Concert Hall), Bellico Theatre and the Colorado Convention Center.
 1. Signage and messaging must be approved by DAV.
 2. Sponsor responsible for all design and production.

II. Red Rocks Signage

a. Red Rocks Intermission Slide Show Advertisement

- i. Sponsor will receive one (1) intermission slide show advertisement for co-branded, public service message and/or related to a fan feature throughout the summer concert series when available.
 1. Sponsor is responsible for slide design and production.
 2. All message and artwork must be approved by DAV.

b. Parking Lot Signage

- i. Sponsor will have two (2) temporary signs located in each parking lot of Red Rocks Amphitheatre, for a total of eight (8) signs, with responsibility messaging during each Red Rocks summer concert season.
 1. DAV staff will manage signage placement, installation, removal and storage.
 2. Sponsor is responsible for all design, production and shipping.
 3. Signage must be approved by DAV.

III. Red Rocks Point-Of-Sale Features

a. Semi-Permanent, Branded Pergola

- i. Sponsor will receive the opportunity to display one (1) pergola, approximately 20'x20', at Red Rocks Amphitheatre for a sponsor-branded, semi-permanent structure to include product sales.
 1. Sponsor is responsible for design, production, installation and maintenance.
 2. All design plans, artwork, and build out must be approved by DAV.

b. Semi-Permanent Tap Room/Beer Garden

- i. Sponsor will receive the opportunity for one (1) semi-permanent concession location, approximately 20'x20', on the Top Plaza of Red Rocks Amphitheatre for a sponsor-branded, tap room/beer garden to include concessions, seating and additional promotional signage (e.g. mesh banners along perimeter.)
 - 1. Sponsor is responsible for design.
 - 2. Design must be approved by DAV.

IV. 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 each calendar year of the agreement.
 - 1. Sponsor is responsible for design.
 - 2. Design must be approved by DAV.

b. Red Rocks On-line Enter-to-Win Contest

- i. Ability to host up to four (4) enter-to-win contests at selected off-premise accounts.
 - 1. Fans may be directed through off-premise POS signage to go to a special website hosted on RedRocksOnline.com (RedRocksOnline.com/Sponsor.)
 - 2. Sponsor will be responsible for all promotional costs associated with POS display, prizes, and artwork.
 - 3. Sponsor will be responsible for all logistics of contacting winners and distributing prizes.
 - 4. All artwork must be approved by DAV.

V. Red Rocks On-Site Promotions

a. On-Site Kiosk

- i. Sponsor will receive a 10'x10' marketing kiosk on the Top Plaza of Red Rocks Amphitheatre during five (5) mutually agreed upon concerts or special events each year of the agreement for promotional opportunities (e.g. grassroots marketing programs, premium item giveaways, tastings)
 - 1. Premium items must be approved by DAV.
 - 2. Sponsor will be responsible for all promotional costs associated with display, prizes, artwork and staffing.

b. Sponsor/Red Rocks VIP Experience

- i. Sponsor will receive the ability to host up to four (4) sponsor promotional events at the Ship Rock Grille for a Brew Masters Experiences or other special promotion.

1. Select food and beer pairings coordinated by chef and sponsor brew master.
2. Sponsor facilitates all VIP experience details (e.g. menu pairings, promotions)
3. Rental fee will be waived and special partner pricing will be provided on food and beverage.
4. Experiences and special activities must be approved by DAV.

VI. Red Rocks Social Media

a. Red Rocks Social Media Pages

- i. Sponsor will receive up to four (4) social media posts on Red Rocks affiliated social media pages each calendar year of the agreement.

VII. Online Benefits

a. Denver Coliseum Home Page

- i. Sponsor will receive one (1) 728 pixels x 90 pixels dynamic banner ad with click through abilities on the Denver Coliseum home page throughout the term of the agreement.
 1. Sponsor is responsible for all design and production.
 2. All banner ad artwork must be pre-approved by DAV.

b. Arts Complex Home Page

- i. Sponsor will receive one (1) banner ad with click through abilities on the Arts Complex home page throughout the term of the agreement.
 1. Sponsor is responsible for all design and production.
 2. All banner ad artwork must be pre-approved by DAV.

c. Red Rocks Banner Ad

- i. Sponsor will receive one (1) 728 pixels x 90 pixels dynamic banner ad located on the Red Rocks website throughout the term of the agreement.
 1. Sponsor is responsible for all design and production.
 2. All banner ad artwork must be pre-approved by DAV.

d. Red Rocks Special Offers Page

- i. Sponsor will receive one (1) dynamic banner ad linked to a mutually agreed upon promotional contest throughout the summer concert series
 1. Sponsor is responsible for all design and production.
 2. All banner ad artwork must be pre-approved by DAV.

VIII. DPAC Signage

a. DPAC Galleria Elevator Wraps

- i. Sponsor will receive the opportunity to wrap three (3) faces of the DPAC Galleria elevators for up to three (3) mutually agreed upon months each year of the agreement.

1. Messaging must be co-branded and have a public service message.
2. Sponsor is responsible for all design, production, installation and maintenance.
3. All artwork must be pre-approved by DAV.

IX. Denver Coliseum Signage

a. Denver Coliseum Framed Concourse Signage

- i. Sponsor will receive one (1) 8'x12' sponsor-branded framed concourse sign throughout the term of the agreement.
 1. Sponsor is responsible for all design, production, installation and maintenance.
 2. All artwork must be pre-approved by DAV.

b. Denver Coliseum Custom Permanent Signage

- i. Sponsor will receive up to four (4) permanent steel sponsor-branded signs located at fixed concession stands on the concourse of the Denver Coliseum throughout the term of the agreement.
 1. Sponsor is responsible for all design, production, installation and maintenance.
 2. All artwork must be pre-approved by DAV.

X. Colorado Convention Center Signage

a. Semi-Permanent, Branded Pergola

- i. Sponsor will receive the opportunity to display one (1) outdoor pergola, approximately 20'x20', at the Colorado Convention Center for a sponsor-branded, semi-permanent lounge space throughout the term of the agreement.
 1. Sponsor is responsible for design, build out, production, installation and maintenance.
 2. All design plans, artwork, and build out must be pre-approved by DAV.

XI. Hospitality Benefits

a. Facility Use

- i. Sponsor will receive the ability to use one (1) Denver Arts & Venues meeting space, when available, for five (5) mutually agreed upon dates per calendar year throughout the term of the agreement.
 - i. Rental fee will be waived.
 - ii. Special partner pricing will be provided on food and beverage.

XII. Contracted Tickets

a. Red Rocks Concert Tickets

- i. Sponsor will receive up to eight (8) tickets to every public, ticketed Red Rocks Amphitheatre concert throughout the term of the agreement.

b. Red Rocks Ticket Bank

- i. Sponsor will receive two (2) ticket banks of up to one hundred (100) tickets for two (2) mutually agreed upon public, ticketed Red Rocks Amphitheatre concerts each calendar year throughout the term of the agreement.
 - 1. DAV will facilitate ticket ordering from event promoter and distribute tickets to sponsor to execute the promotion
 - 2. Sponsor must pre-select concert prior to public on sale dates.

c. Best Seats in the House

- i. Sponsor will receive two (2) tickets to twenty (20) mutually agreed upon public, ticketed Red Rocks concerts each calendar year throughout the term of the agreement.
 - 1. Special restrictions apply, based on approval, no more than two (2) tickets per event

d. Film on the Rocks Tickets

- i. Sponsor will receive ten (10) tickets to each Film on the Rocks event throughout the term of the agreement.

e. DPAC Event Tickets and Denver Coliseum Event Tickets

- i. Sponsor will receive a ticket bank of one-hundred (100) tickets to use towards events at 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 may be requested per event.

f. Bellco Theatre Public Event Tickets

- i. Sponsor will receive up to four (4) tickets to every public, ticketed event at the Bellco Theatre throughout the term of the agreement.
 - 1. Based on approval by DAV.
 - 2. No more than four (4) tickets may be requested per event.

EXHIBIT B
SPONSORSHIP FEES

Consideration to City

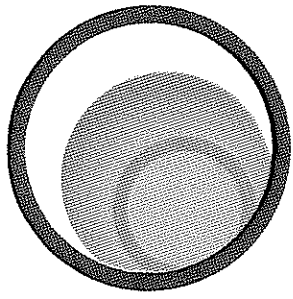
Sponsorship Fee (per year)

2015	\$375,000
2016	\$375,000
2017	\$375,000

The 2015 sponsorship fee shall be made on or before a date ten (10) days following the full execution of this agreement. Subsequent sponsorship fee payments shall be paid in full on or before January 1st 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.

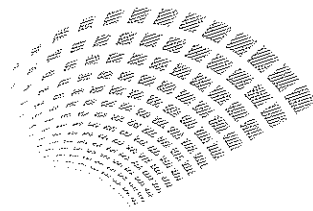
EXHIBIT C

(exhibit follows)



MillerCoors™

DENVER
PERFORMING
ARTS COMPLEX





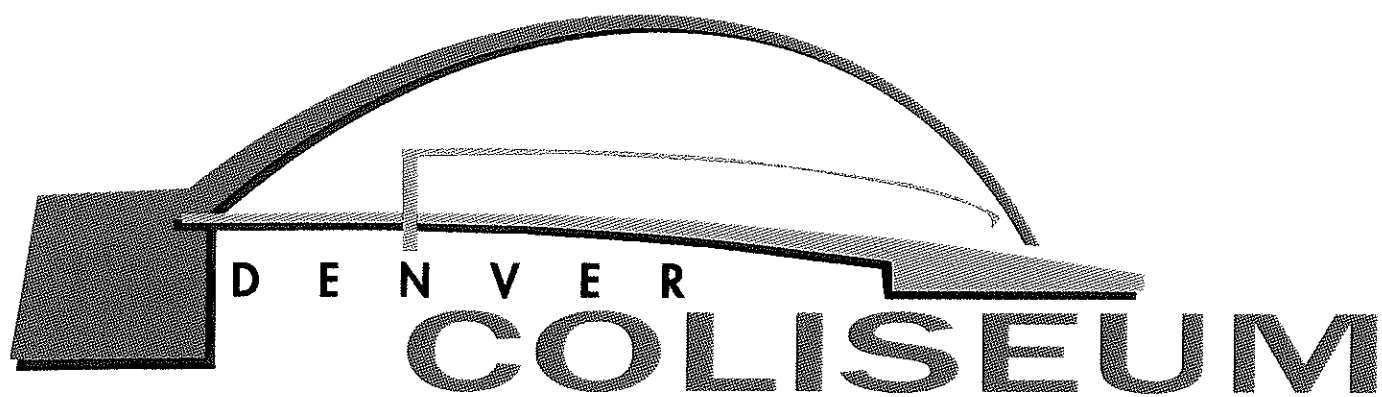




EXHIBIT D

(exhibit follows)

ARTS & VENUES DENVER VENUE SPONSORSHIP POLICY

Updated March 1, 2015

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

- Airline
- Automotive
- Beer/Malt Beverages
- Beverages, Soft Drinks, Juices, & Sport Drinks
- Energy Drink
- Natural Spring Water and Bottled Water
- Spirits/Liquor
- Spirits/Wine
- Food Service Product Provider
- Waste and Recycling
- Music Engineer Seating

CURRENT SPONSORS

Southwest Airlines
Chrysler
MillerCoors
Pepsi Bottling Group
Red Bull
Eldorado and Aquafina
Brown-Forman
Treasury Wine Estates
Eco-Products
Alpine Recycling
Crown Seating

- 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 four (4) ounces or smaller and poured into a serving cup. Sample sizes for non-beverage items must be two (2) ounces or smaller. For avoidance of doubt, no event organizer shall have the right to sell products that compete with AVD sponsor products or to otherwise distribute products that compete with AVD sponsor products (other than the sampling rights set forth in this Section 4) at such event in the sponsorship categories listed above. Except as otherwise stated in this sponsorship policy, the

terms and conditions (including the exclusivity provisions) of the Sponsorship Agreement shall remain in full force and effect before, during and after any such event.

- 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.

Sponsors shall not exercise sponsorship rights and benefits: for or in furtherance of any illegal purpose; in conflict with any applicable law, ordinance, rule, regulation, or executive order of any governmental authority; or in violation of this policy or other policies or rules and regulations of Arts & Venues.

AVD Marketing Department Contacts

Brian Kitts
Director of Marketing & Communications
Brian.kitts@denvergov.org
720-865-4229

Or

Amy Lindsey
Assistant Director of Marketing & Communications
Amy.lindsey@denvergov.org
720-865-4226

EXHIBIT E

(exhibit follows)

STATEMENT OF MILLERCOORS' 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 will 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 wholesaler's products as the result of MillerCoors' relationship with the unlicensed organization. In all instances, the licensed retailer will 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.

DENVER ARTS & VENUES

JEEP SPONSORSHIP AGREEMENT

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (this “**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 (the “**City**”), **THE SUPERLATIVE GROUP, INC.**, a Colorado corporation, located at 26600 Detroit Road, Suite 250, Cleveland, Ohio 44145 (“**Superlative**”), and **UNIVERSAL MCCANN WORLDWIDE, INC.** (“**UM**”), a Delaware corporation, located at 6400 S. Fiddler’s Green Circle, Suite 400, Greenwood Village, CO 80111 on behalf of its client, **FCA US LLC**, a Delaware corporation, located at 1000 Chrysler Drive, Auburn Hills, MI 48326-2766 (“**Sponsor**”).

1. **RECITALS**: The City through Denver Arts and Venues (“**A&V**”) owns and operates certain public entertainment venues (“**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 & Visitor Center, the McNichols Civic Center Building, the Denver Coliseum, and the Colorado Convention Center. The City also produces and promotes certain events.

Sponsor is a vehicle manufacturer and would like to obtain certain sponsorship opportunities in connection with the Red Rocks Amphitheatre (the “**City Venue**”).

The 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 **Term**. The term of this Agreement shall commence as of January 1, 2016 (the “**Effective Date**”), and shall end at 12 o’clock midnight on December 31, 2017 (the “**Term**”).
 - 2.2 **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**. Superlative shall be responsible for ensuring that such rights and benefits conferred by the City are delivered to Sponsor.
 - 2.3 **Sponsorship Rights Fees**. In consideration of the rights and benefits provided to Sponsor as set forth in this Agreement, Sponsor shall pay to the City the fees set forth in **Exhibit B** in accordance with the schedule set forth in Exhibit B.

- 2.4 Uses and Protection of Trademarks/Service Marks and Other Intellectual Property. The City and Sponsor each acknowledge that the other party owns or has the rights to license certain names, trademarks, service marks, copyrights and other intellectual property associated with their respective businesses which marks will be specifically identified on **Exhibit C** (hereinafter collectively referred to as "**Marks**"), and each owns has been licensed 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 events at the City Venue and other A&V programs and events (the "**Events**") and various activities associated therewith, the City and Sponsor may make various references to each other and may display the Marks of the 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. The 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 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 the City, or which are prohibited or restricted by law, rule, regulation, or executive order, be approved by the City.
- 2.6 Exclusivity. This Agreement between the City and Sponsor contained herein shall be exclusive. As used herein “exclusive” means that the City and Superlative will not enter into a contract or other legally binding arrangement conferring marketing or other sponsorship opportunities at Red Rocks Amphitheatre to an automotive sales company. Sponsor acknowledges that the City cannot control certain components of the City Venues when promoters or other tenants rent or otherwise use the City Venues; competing brand logos, signage, and the like may be visible or competing products otherwise promoted at these times and will not constitute a breach of this Agreement. In addition, the City may, without breaching this Agreement, enter into booking agreements for the use of the City Venues with entities who may compete or have sponsors that compete with Sponsor.

Sponsor shall be subject to Arts & Venues Denver Venue Sponsorship Policy, as the same may be amended from time to time. A copy of the current policy is attached hereto as **Exhibit D**.

- 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 party. Sponsor shall have no power of direction and control over the City or the City's employees, agents, subcontractors, or volunteers, or the manner or method utilized by the City in the performance of its functions. The 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 Sponsor's acts and those of Sponsor's agents, employees, volunteers, and subcontractors relating to the performance of this Agreement.
- 2.8 Indemnification.
- 2.8.1 Sponsor shall (i) defend, release, indemnify and save and hold harmless the City and (ii) with respect to the serving, selling, and/or sampling of Sponsor products, release, indemnify and save and hold harmless ARAMARK Sports and Entertainment Services, LLC,

a Delaware limited liability company ("**Aramark**"), as concessionaire of the Red Rocks Amphitheatre (including the Visitor Center and Trading Post) and the Denver Coliseum: (x) 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 or Aramark ("**Damages**"), and (y) 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 ("**Claims**"). Sponsor's foregoing obligations shall apply to Damages and Claims in any way resulting from or arising out of and to the extent caused by acts, errors, or omissions of Sponsor or its officers, employees, representatives, suppliers, invitees, licensees, subconsultants, subcontractors, or agents in the performance under this Agreement; provided, however, that Sponsor need not indemnify and save and hold harmless the City, its officers, agents, and employees from damages proximately resulting from the sole 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. Defense costs coverage must be included in the liability coverage provided for the City and County of Denver, its officers, officials and employees as additional insureds. These indemnification obligations shall survive the termination of this Agreement by expiration of the Term hereof or otherwise.

- 2.8.2 Superlative shall defend, release, indemnify and save and hold harmless FCA US LLC (x) against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of FCA US ("**FCA Damages**"), and (y) 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 ("**FCA Claims**"). Superlative's foregoing obligations shall apply to FCA Damages and FCA Claims in any way resulting from or arising out of and to the extent caused by acts, errors, or omissions of Superlative or its officers, employees, representatives, suppliers, invitees, licensees, subconsultants, subcontractors, or agents in the performance under this Agreement; provided, however, that Superlative need not indemnify and save and hold harmless FCA US LLC, its officers, agents, and employees from damages proximately resulting from the sole negligence of FCA US LLC's officers, agents, and employees. This indemnity clause shall also cover FCA US's

defense costs, in the event that the FCA US in its sole discretion, elects to provide its own defense. Defense costs coverage must be included in the liability coverage provided for FCA US, its officers, officials and employees as additional insureds. These indemnification obligations shall survive the termination of this Agreement by expiration of the Term hereof or otherwise.

2.9 Insurance.

2.9.1 General Conditions: Sponsor and Superlative agree to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Sponsor and Superlative shall keep the required insurance coverage in force at all times during the Term of this Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of this Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the other party and the City in the event any of the required policies are canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices paragraph of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless such cancellation or non-renewal is due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the respective insurer, Sponsor or Superlative as applicable shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices paragraph of this Agreement by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Sponsor and Superlative shall each be responsible for their respective payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Sponsor or Superlative.

2.9.2 Proof of Insurance: A certificate of insurance shall be supplied to the other party and to the City prior to the execution of this

Agreement. Sponsor and Superlative may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Sponsor and Superlative certify that their respective certificates of insurance comply with all insurance requirements of this Agreement. Acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of a breach of this Agreement or of any of the rights or remedies under this Agreement.

- 2.9.3 Additional Insureds: For Commercial General Liability, Sponsor's, Superlative's and any subcontractors' or subconsultants' insurer(s) shall include the other Parties' (the City and County of Denver, FCA US, LLC and Superlative) their elected and appointed officials, employees and volunteers (if any) as additional insured.
- 2.9.4 Waiver of Subrogation: For all coverages required under this Agreement, Sponsor's and Superlative's respective insurers shall waive subrogation rights against each other and the City.
- 2.9.5 Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Sponsor or Superlative. Sponsor and Superlative shall include all such subcontractors and subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Sponsor and Superlative agree to provide proof of insurance for all such subcontractors and subconsultants upon request of any Party.
- 2.9.6 Workers' Compensation/Employer's Liability Insurance: Sponsor and Superlative shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Sponsor and Superlative expressly represent to the City, as a material representation upon which the other Parties are relying in entering into this Agreement, that none of

Sponsor's or Superlative's respective officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the Term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Sponsor and Superlative execute this Agreement.

2.9.7 Commercial General Liability: Sponsor and Superlative shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$50,000 fire damage legal (\$300,000 if a City facility is leased), \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Self-insurance is permitted to satisfy this requirement.

2.9.8 Business Automobile Liability: Sponsor and Superlative shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

2.9.9 Additional Provisions: For Commercial General Liability, the policies must provide the following:

- (a) That this Agreement is an Insured Contract under the policy; and
- (b) A severability of interests or separation of insureds provision (no insured vs. insured exclusion).

2.10 Termination. The City and Sponsor may terminate this Agreement as follows:

2.10.1 If the other party (i.e., the City or Sponsor) 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.

2.10.2 If the other party (i.e., the City or Sponsor) is unable to pay its liabilities when due, or makes an assignment for the benefit of creditors, or files a petition under any federal or state bankruptcy statute, or files a voluntary petition in bankruptcy, or is adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if a trustee in

bankruptcy or insolvency is appointed under the laws of the United States government or of the several states.

2.10.3 Superlative shall have no right to terminate this Agreement.

2.11 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, the City and Sponsor shall cease using the other party's Marks. As soon as practicable after termination, the parties 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.

2.12 Miscellaneous General Provisions.

2.12.1 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.

2.12.2 Assignment. A party shall not 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 (i) Sponsor may assign or transfer its rights and delegate its obligations under this Agreement to any affiliate of Sponsor, or (ii) Sponsor may assign or transfer its rights and delegate its obligations under this Agreement to any entity acquiring all or substantially all of the assets or stock, by merger or otherwise, of Sponsor, or (iii) the City may assign and delegate the obligations of Superlative under this Agreement to an entity under contract with the City to provide sponsorship sales, activation, and related services for the City, or (iv) the City may at any time, at its option, perform the obligations of Superlative under this Agreement. For purposes of this provision, "affiliate" shall mean any entity controlling, controlled by or under common control with Sponsor.

2.12.3 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.

- 2.12.4 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.
- 2.12.5 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.
- 2.12.6 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 (3) 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, Arts and Venues Division
144 W. Colfax Ave
Denver, CO 80202

With a copy to:

City and County of Denver
Finance Director, Arts and Venues Division
1345 Champa Street
Denver, CO 80204

SUPERLATIVE:

Superlative Group, Inc.
26600 Detroit Road, Suite 250
Cleveland, Ohio 44145

SPONSOR:

UM, as agent for FCA US LLC
6400 S. Fiddler's Green Circle, Suite 400
Greenwood Village, CO 80111
Attn: Regional Director

With a copy to:

FCA US LLC
1000 Chrysler Drive
CIMS 485-14-78
Auburn Hills, MI 48326-2766
Attn: Assistant General Counsel & Assistant Secretary

- 2.12.7 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 Paragraph 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.
- 2.12.8 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.
- 2.12.9 Authority. Each party represents and warrants that each, respectively, has full power and authority to enter into this Agreement.
- 2.12.10 Exhibits. All references to exhibits herein are to exhibits that are specifically incorporated by reference to this Agreement.

- 2.12.11 Headings. All headings and captions are for convenience only, and shall in no way affect their construction and interpretation.
- 2.12.12 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, and the terms of this Agreement regarding indemnification, effect of termination, governing law, venue, and Marks, shall survive the termination of this Agreement.
- 2.12.13 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.
- 2.12.14 No Discrimination In Employment. In connection with the performance under this Agreement, 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, gender variance, marital status, or physical or mental disability; and Sponsor further agrees to insert the foregoing provision in all subcontracts hereunder.
- 2.12.15 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 and Sponsor, and nothing contained in this Agreement gives or allows any claim or right of action by Superlative or any third person or entity. It is the express intention of the City and Sponsor that any person other than the City or Sponsor receiving services or benefits under this Agreement, including Superlative, shall be deemed to be an incidental beneficiary only.
- 2.12.16 Review Of Records. 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 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 Sponsor, directly related to this Agreement, and 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 Sponsor's obligation to retain the above records, shall expire three (3) years after Sponsor's final payment has been delivered to the City.

- 2.12.17 Electronic Signatures and Electronic Records. Sponsor and Superlative consent to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[Remainder of page intentionally left blank.]

Contract Control Number: THTRS-201626685-00

Contractor Name: UNIVERSAL MCCANN WORLDWIDE, INC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of May 16, 2016.

SEAL



CITY AND COUNTY OF DENVER

ATTEST:

Debra Johnson
Debra Johnson, Clerk and Recorder,
Ex-Officio Clerk of the City and
County of Denver

By Michael B Hancock
Michael B Hancock, Mayor

APPROVED AS TO FORM:

Attorney for the City and County of
Denver

By Laurie J. Heydman
Laurie J. Heydman, Assistant City
Attorney

REGISTERED AND COUNTERSIGNED:

By Brendan J. Hanlon
Brendan Hanlon, CFO of Finance

By Timothy M. O'Brien
Timothy M. O'Brien, Auditor



Contract Control Number: THTRS-201626685-00

Contractor Name: UNIVERSAL MCCANN WORLDWIDE, INC

By:

Name:

(please print)

Title:

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)



Contract Control Number: THTRS-201626685-00

Contractor Name: THE SUPERLATIVE GROUP, INC.

By: Kyle Carter

Name: Kyle Carter
(please print)

Title: Chief Operating Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A
Sponsorship Rights and Benefits
FCA US LLC

I. Red Rocks Summer Concert Series Title Sponsorship

- a. FCA US LLC – Jeep (or mutually agreed upon brand within FCA US LLC portfolio) “Sponsor” Title Sponsorship of Red Rocks Amphitheatre Summer Concert Series.
 - 1. Title Sponsorship includes the following:
 - a. Designated as the JEEP (OR MUTUALLY AGREED UPON BRAND WITHIN FCA US LLC PORTFOLIO) RED ROCKS SUMMER CONCERT SERIES.
 - b. Special co-branded Red Rocks Amphitheatre/JEEP (OR MUTUALLY AGREED UPON BRAND WITHIN FCA US LLC PORTFOLIO) logo for the series.
 - c. Inclusion in one (1) City-produced, co-branded full schedule marquee spot located on seven (7) LED signs located at the Denver Performing Arts Complex and Colorado Convention Center promoting the summer concert series from April 1-October 5 each calendar year of Agreement.
 - d. Inclusion in a minimum of one (1) City-produced press release announcing the Red Rocks Amphitheatre Summer Concert Series.
 - e. Co-branded logo patch located on approximately 300 Red Rocks City-staff/operations uniforms throughout the summer concert series.
 - f. Co-branded logo design produced by DAV.
 - g. LED marquee graphics produced by DAV.

II. Red Rocks Amphitheatre Summer Media

- a. Sponsor will receive Red Rocks Summer Concert Series Title recognition in all City-managed media supporting the Red Rocks Summer Concert Series throughout the term of the Agreement.
 - i. Media details include:
 - 1. Print: Westword Weekly
 - a. Weekly advertisements
 - b. 8-week online promotion
 - 2. Mile High Sports Magazine
 - a. Monthly, full page ads (summer only)
 - 3. Denver Theater District and DAV Events
 - a. Inclusion on LED Signage, full schedule
 - b. Red Rocks Amphitheatre Summer Concert Series cross promotion during DAV events when available.

III. Red Rocks On-Site Exposure

- a. Red Rocks GOBO Signage
 - i. Sponsor will receive the opportunity to have one (1) GOBO sign located on the Upper Plaza during each Red Rocks Summer Concert Series.
 - 1. All costs of GOBO disc design and production are the responsibility of Sponsor.
 - 2. Denver Arts & Venues will provide GOBO projector, signage placement and will operate the GOBO projector.
 - 3. All artwork must be pre-approved by DAV.
- b. Red Rocks Entrance Signage
 - i. Sponsor will receive the opportunity to have mutually agreed upon signage (e.g. fence wraps, floor graphics, multiple pole banners) located at each of the three (3) Red Rocks entrances at all public, ticketed events during each Red Rocks Summer Concert Series.
 - 1. Sponsor is responsible for all design, production and shipping.
 - 2. DAV staff will manage banner placement, installation, removal and storage.
 - 3. All signage must be pre-approved by DAV.
- c. Interactive Vehicle Displays
 - i. Sponsor will receive the opportunity to have one (1) semi-permanent vehicle display located in a mutually agreed upon location at Red Rocks Amphitheatre during each Red Rocks Summer Concert Series.
 - 1. Sponsor will be given a designated display space not to exceed 20'x20'.
 - 2. Sponsor may activate around the vehicle display during mutually agreed upon dates. All activation and hand out items must be pre-approved by DAV.
 - 3. Vehicle location may change periodically throughout the season due to venue obligations; however, DAV will exercise reasonable efforts to keep the vehicle in the same location.
 - 4. Vehicle may be left overnight unless sponsor is otherwise notified in advance of a special exception.
 - 5. All costs associated with vehicle display, unless otherwise outlined in writing by DAV, will be borne by Sponsor.
 - 6. Sponsor will be responsible for maintaining and cleaning the vehicle.
 - 7. If vehicle is found to have damage such as a flat tire, vandalism or similar, sponsor will remove vehicle from location for repair or replacement within three business days.
 - 8. Sponsor is responsible for maintenance, transportation, drop-off, and pick-up of vehicle.
 - 9. All vehicle displays must be pre-approved by DAV.

IV. Red Rocks Social Media

- a. Red Rocks Social Media Promotional Campaign

Sponsor will receive the opportunity to have a sponsor-branded tab on Red Rocks Amphitheatre's social media page for an enter-to-win promotion during each Red Rocks Summer Concert Series.

1. All artwork must be pre-approved by DAV.
2. Programming costs to implement social media campaign will be covered by DAV.

b. Red Rocks Social Media Pages

Sponsor will receive up to four (4) wall posts to be used to promote on-site activation or other sponsor promotions.

1. All artwork and text must be pre-approved by DAV.

c. Hashtag Contest

A special hashtag promotion will be implemented prior to the first event of the Red Rocks Summer Concert Series.

1. Contest administration, Official Rules, fulfillment, operations and logistics will be managed by DAV/The Superlative Group.
2. Prize package will be provided by sponsor.

V. RedRocksOnline.com

a. RedRocksOnline.com Presenting Sponsorship

- i. Sponsor will receive the exclusive opportunity to have co-branded logo inclusion on each page of www.redrocksonline.com indicating the Title Sponsorship of the Red Rocks Summer Concert Series from March 1-November 1 each calendar year of the agreement.

b. Red Rocks Special Offers Page

- i. Sponsor will receive one (1) rotating banner ad with a two-hundred (200) word description promoting the upcoming Red Rocks Summer Concert Series or other sponsor promotions.
 1. Sponsor is responsible for banner design and production.
 2. All artwork must be pre-approved by DAV.

c. RedRocksonline.com Secondary Page Banner Advertisement

- i. Sponsor will receive one (1) dynamic, rotating banner ad with click through capabilities during each Red Rocks Summer Concert Series.
 1. Sponsor is responsible for cost of design.
 2. All artwork must be pre-approved by DAV.

VI. Change in Brand

- a. Should FCA US LLC choose to change brands season-to-season throughout the term of the Agreement, any and all hard costs associated with changing out brand names within the marketing rights and benefits inventory shall be borne by Sponsor.

VII. Hospitality and Red Rocks Event Ticket

- a. Red Rocks Concert Tickets

- i. Sponsor will receive four (4) tickets to each public, ticketed Red Rocks Amphitheatre concert during each Red Rocks Summer Concert Series.
- b. Film on the Rocks Tickets
 - i. Sponsor will receive twenty (20) tickets to every Film on the Rocks event during each Red Rocks Summer Concert Series.
- c. Facility Use
 - i. Sponsor will receive the ability to use one (1) DAV meeting space for one (1) mutually agreed upon date with rental fee waived and sponsor pricing on food and beverage each calendar year of the agreement.

Exhibit B

Consideration to City

Total Sponsorship Fee: \$530,000

Sponsorship Fee Per Year:

Due Date: February 1, 2016
Amount: \$200,000

Due Date: April 1, 2016
Amount: \$165,000

Due Date: April 1, 2017
Amount: \$165,000

EXHIBIT C

(exhibit follows)

Jeep®

EST.



1941

RED ROCKS

PARK AND AMPHITHEATRE

EXHIBIT D

(exhibit follows)

ARTS & VENUES DENVER VENUE SPONSORSHIP POLICY

Updated March 1, 2015

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

- Airline
- Automotive
- Beer/Malt Beverages
- Beverages, Soft Drinks, Juices, & Sport Drinks
- Energy Drink
- Natural Spring Water and Bottled Water
- Spirits/Liquor
- Spirits/Wine
- Food Service Product Provider
- Waste and Recycling
- Music Engineer Seating

CURRENT SPONSORS

Southwest Airlines
Chrysler
MillerCoors
Pepsi Bottling Group
Red Bull
Eldorado and Aquafina
Brown-Forman
Treasury Wine Estates
Eco-Products
Alpine Recycling
Crown Seating

- 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 four (4) ounces or smaller and poured into a serving cup. Sample sizes for non-beverage items must be two (2) ounces or smaller. For avoidance of doubt, no event organizer shall have the right to sell products that compete with AVD sponsor products or to otherwise distribute products that compete with AVD sponsor products (other than the sampling rights set forth in this Section 4) at such event in the sponsorship categories listed above. Except as otherwise stated in this sponsorship policy, the terms and conditions (including the exclusivity provisions) of the Sponsorship Agreement shall remain in full force and effect before, during and after any such event.

- 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.

Sponsors shall not exercise sponsorship rights and benefits: for or in furtherance of any illegal purpose; in conflict with any applicable law, ordinance, rule, regulation, or executive order of any governmental authority; or in violation of this policy or other policies or rules and regulations of Arts & Venues.

AVD Marketing Department Contacts

Brian Kitts
Director of Marketing & Communications
Brian.kitts@denvergov.org
720-865-4229

Or

Amy Lindsey
Assistant Director of Marketing & Communications
Amy.lindsey@denvergov.org
720-865-4226

DENVER ARTS & VENUES

VALUATION REPORT

City & County of Denver

Sponsorship & Sales Management Services



DENVER
THE MILE HIGH CITY

Phase I Asset Inventory & Valuation Report

Report last updated 25 March 2014

Presented by:



University of Colorado Denver



The Superlative Group, Inc.

26600 Detroit Road, Suite 250

Cleveland, Ohio 44145



Brian Kitts
Executive Director
Marketing & Communications
Arts & Venues
City & County of Denver
144 W. Colfax Ave.
Denver, CO 80202

The Superlative Group Inc.
26000 Detroit Road, Site 250
Cleveland, Ohio 44145

T: 216 592 9400
E: info@superlativegroup.com

www.superlativegroup.com

March 24, 2014

Dear Brian,

Phase I Asset Inventory & Valuation Report

It is with pleasure that we submit the Superlative Group's Phase I Valuation report. This report presents the findings from our asset inventory and valuation process and reflects the feedback received during our presentations at the end of January 2014.

On the basis of our site visits and valuation work, The Superlative Group believes we can deliver a number of unique sales programs which could provide significant additional revenue for the City & County of Denver. We recognize that certain aspects of the Programs contained within this report will evolve as we continue with the sales process. We look forward to working closely with your team as we progress with the sales program.

Good luck and good selling,

Myles Gallagher
President & Chief Executive Officer
The Superlative Group
26600 Detroit Rd, Suite 250
Cleveland, OH 44145
phone: (216) 592-9400

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1 Executive Summary

1.1 Introduction

This report presents the findings from the Superlative Group's Phase I Asset Inventory and Valuation process. The scope of this study includes assets owned and managed by:

- i. Denver Arts & Venues;
- ii. Denver International Airport;
- iii. Denver Public Libraries;
- iv. Office of Economic Development; and
- v. Denver Public Works.

The key objective of the sponsorship and sales management program is to design and implement impactful, revenue-generating initiatives which complement the services provided at each venue.

1.2 Background & Methodology

Although sports and entertainment venues have traditionally attracted the highest value Naming Rights agreements, as they allow corporate partners to reach substantial markets of people beyond venue attendees, the revenue-generating benefits of Naming Rights and corporate sponsorships have become increasingly prevalent in a range of sectors:

- Theatres & Convention Centers;
- Municipal Agencies;
- Transportation; and
- Academic Institutions.

A Naming Rights sponsor can benefit from greater awareness, wider reach and better marketing via Naming Rights, compared to traditional advertising. This is because their name is featured anywhere and everywhere that the venue and its activities are mentioned e.g. on exterior signage and within the venue but also through newspapers, posters, schedules within tours, magazines and websites. Activation of Naming Rights and corporate sponsorship programs involves merging private and public funds to provide additional revenue while building both private and public sector brands in a manner which reflects the stability and values of the community, its people and its goals for the future.

The Superlative Group Valuation Methodology has been developed over time and experience of securing revenue generating opportunities for clients across the United States and Europe. A combination of impressions based valuation of media exposure and benchmarking have been used to generate valuations which will form the opening negotiating position with target companies during the sales process.

1.3 Asset Overview

1.3.1 Denver International Airport

At 140 square kilometers (35,000 acres) Denver International Airport (DIA) is the largest airport in the United States by total area and the second largest airport in the world after King Fahd International Airport in Saudi Arabia. According to 2012 statistics, DIA was the 11th-busiest airport in the world by passenger traffic with 53.2 million passengers. The airport is operated by the City & County of Denver Department of Aviation and is the main hub for Frontier Airlines and Great Lakes Airlines. DIA is also the fourth-largest hub for United Airlines and a major strategic focus city for Southwest Airlines.

The Superlative Group has identified a number of opportunities for significant, impactful sponsorships. These are summarized below:

Assets & Locations:

The following locations have been identified as priority commercial opportunities:

- **Jet Bridge Advertising** - Jet Bridge advertising is one of the largest, most exclusive opportunities available at any airport. These programs guarantee tremendous impact by installing an advertiser's brand on the exteriors and interiors of jet loading bridges.
- **Passenger Lounges** – Addition of more comfortable seating areas within monitors at / near gates would provide a significant sponsorship opportunity, particularly on concourse A, where there is currently a vacant lounge. Refit of an existing lounge area would significantly reduce the required development costs.
- **Concourse train station sponsorship** – The opportunity for a corporate partner to upgrade existing signage and waiting areas could provide an impactful sponsorship opportunity. The stations at each concourse have two sets of backlit signage that should be replaced.
- **Concourse central areas** – Concourse central areas provide space for sponsored areas which could enhance the customer experience e.g. rock climbing.
- **Kids' Area(s)** - There is a possible location for lounge or kids' area in Concourse A, which has the highest percentage of children.
- **Food courts** - Refresh of Food Court seating areas.
- **Information Booths** - Updates to information booths and concourse directories.
- **Directional Signage** – Long term sponsorship opportunity to assist with signage replacement costs.

Category Sponsorship Opportunities

- **Automotive** – DIA provides significant opportunities for an automotive partnership, through cars and vehicles, sponsorship of parking areas (approx. 40,000 spaces) and vehicle displays.
- **Computer & Technology** – Targets from these categories could sponsor a new passenger lounge in Concourse A and the Business Center in Concourse B Mezzanine.
- **Financial Services** – DIA currently has Credit Union ATMs on a month-to-month deal. This category could be broadened to include an on-site branch or Jet Bridge advertising and extended to cover a long term agreement.
- **Electronics** – There are several opportunities for improved monitors throughout Concourses, at food courts and at gates. In-kind partnerships should be explored to fund improvements / upgrades.
- **Telecoms** – There are opportunities to include displays, sampling and recharge areas.
- **Soft Drink** – The Superlative Group intends to prioritize renewal of concession agreements, including the possibility to add requirement for a pouring rights sponsor in new agreements. There is currently non-exclusive vending on concourses and in DIA / airline employee areas.
- **Other** – There is potential for additional categories, such as Health and Education.

As detailed in Section 4.6, the opportunities for Assets & Locations have potential to generate \$2,080,000 to \$2,500,000 per annum on long term programs. The Superlative Group recommends that opportunities which improve the customer experience (e.g. passenger lounges / seating areas) should be prioritized.

1.3.2 Colorado Convention Center

The Colorado Convention Center (CCC) is a multi-purpose convention center located in Downtown Denver. The Center is owned by the City and County of Denver but has been privately managed by SMG since 1994. The CCC opened in June 1990 with an exhibition hall, five meeting rooms and a main ballroom, totaling 800,000 square feet (74,000 sq. m). The facility was expanded in 2004 to include several meeting rooms, two ballrooms and an indoor amphitheatre. Since opening, the center hosts over 200 events per year.

The CCC includes the following facilities:

- Bellco Theatre
- Four Seasons Ballroom
- Mile High Ballroom
- Meeting Rooms

The Superlative Group proposes a Naming Rights valuation of \$425,000 to \$525,000 per annum for Naming Rights of the CCC, over a 20 year contract period. Subject to agreement with DAV and CCC representatives, we will open negotiations with target entities at the upper level of this range.

Naming Rights of other opportunities (Mile High Ballroom, lobby areas and meeting rooms) have potential to generate approximately \$370,000 to \$500,000 in additional revenue per annum. The sales process for these opportunities will not be started until a Venue Naming partner for CCC has been secured. Please refer to Section 5.6 for further information on CCC value ranges.

1.3.3 Denver Performing Arts Complex

The Denver Performing Arts Complex (DPAC) provides the focal point for Denver's first-class performing arts venues. The wide range of facilities at the DPAC helps to promote the constant evolution of the arts in Denver.

Construction began on the DPAC site in December 1974, which has subsequently been transformed into a comprehensive performing arts complex. The centerpiece of that facility was the Boettcher Concert Hall, which opened to the public in March 1978. The building was customized for Colorado and modeled after the exceptional Berlin Philharmonic in Germany.

The complex also includes the historic Auditorium Theatre (now the Quigg Newton Denver Municipal Auditorium / Ellie Caulkins Opera House), a multi-theatre building (now the Helen Bonfils Theatre Complex), and a new parking facility joined together by an elevated walkway underneath a glass arch called the Galleria. The facility continued to grow as the Temple Hoyne Buell Theatre opened its doors in 1991, followed by the addition of the Seawell Grand Ballroom. This multi-venue site serves as Denver's premier destination for performances ranging from symphonies to touring Broadway shows.

Due to the existing Naming partnerships for many of the DPAC venues, The Superlative Group considers Naming Rights for the Denver Performing Arts Complex to be the main commercial opportunity¹. Sponsorship benefits would include a range of signage opportunities, as well as other media exposure on printed materials, tickets, brochures and online sources. The Superlative Group proposes a value range for this opportunity of \$400,000 to \$475,000 per annum over a 20 year term.

DPAC plans to invest in the galleria which will provide iconic imagery for DPAC patrons through a programmable, lighted canopy. The proposed valuation for Naming Rights of the DPAC Galleria is \$250,000 to \$300,000 per annum on a 5 year term.

The proposed valuation for Naming Rights of the proposed amphitheatre and public park area is \$200,000 to \$250,000 per annum on a 10 year term. Please refer to Section 6.4 for further information on DPAC valuations.

¹ The Superlative Group would be happy to consider revenue potential from specific DPAC venues if instructed by DAV.

1.3.4 Red Rocks Amphitheatre

Red Rocks Amphitheatre is a premier music and entertainment venue, located 10 miles west of Denver. The amphitheatre provides seating for up to 9,450 people and is owned and operated by the City and County of Denver and is located in Red Rocks Park, part of the Denver Mountain Parks system.

The Superlative Group's review of existing sponsorship contracts indicates that Red Rocks Amphitheatre currently has a considerable number of agreements, ranging from exclusive soft drinks and alcoholic agreements, to food, airline, health and auto categories. The Superlative Group's proposal for Red Rocks Amphitheatre is to build on the annual value and term of existing agreements and instigate additional opportunities, through consideration of Naming Rights and better sponsor integration on the Red Rocks website and mobile applications.

As detailed in Section 7.5, The Superlative Group proposes value ranges for the following opportunities:

- Signage Opportunities - \$150,000 to \$225,000 per annum;
- Other On-site opportunities - \$275,000 to \$375,000 per annum;
- Other media exposure - \$75,000 to \$150,000 per annum.

The sales objective will be to maximize the term on any sponsorship agreement at Red Rocks Amphitheatre.

1.3.5 Denver Coliseum

For 60 years, the Denver Coliseum has provided Colorado with a variety of entertainment and special events. The Coliseum is home to a wide variety of family events including ice skating, truck and auto shows, cheerleading competitions and more. The Coliseum celebrated its 60th Anniversary in 2012 and is proud to continue hosting entertainment and special events for the Denver community. The Denver Coliseum is also owned and operated by DAV.

Due to its proximity to I-70 and visibility from the freeway, Naming Rights of the Denver Coliseum could generate some attractive exposure opportunities. However, the building is relatively old and targets for Naming Rights and sponsorship sales should be selected to reflect the programming at Denver Coliseum.

The Superlative Group's valuation indicates that Naming Rights of the Denver Coliseum could generate \$350,000 to \$425,000 per annum on a 5 year term.

1.3.6 Denver Public Library

The Denver Public Library was established in June 1889 by City Librarian John Cotton Dana in a wing of Denver High School. The library acquired a building of its own in 1910, funded by philanthropist Andrew Carnegie, located in Civic Center Park. Between 1913 and 1920, Carnegie also underwrote construction of the first eight branches of the city library. The city subsequently commissioned a new structure, located on Broadway and 14th Street and built by the firm of Fisher & Fisher/Burnham Hoyt. Burnham Hoyt is the identified architect of the north wing of the central Denver public library, built in 1955.

In 1990, Denver approved a \$91.6 million bond issue to add to the Fisher and Fisher/Burnham Hoyt building. The 540,000-square-foot (50,000 sq m) structure was designed by architect Michael Graves and the Denver firm of Klipp Colussy Jenks DuBois, and is located beside the Denver Art Museum. The building at 1357 Broadway was listed on the National Register of Historic Places 1990, as Denver Public Library.

A number of marketable programs have been identified for consideration by DPL, including:

- Interior signage opportunities at all locations as recognition for philanthropic donations and / or corporate partnerships;
- Sponsorship of a free Wi-Fi program at all DPL locations;
- Sponsorship of existing programs at the Central Library, including:
 - o Community Technology Center (CTC);
 - o Fresh City Life
 - o Bizboost;
 - o Quarterly Business Leaders Breakfast; and
 - o DPL Connect.

These opportunities could generate \$350,000 to \$450,000 of additional revenue per annum from signage opportunities, sponsorship of DPL programs and other category opportunities.

1.3.7 McNichols Civic Center Building

The McNichols Civic Center Building is located at the northwest corner of Civic Center Park, at the intersection of Colfax and Bannock. It set the foundation for the then Carnegie Library that would become a center of learning in Civic Center Park. Following a number of interim uses by the City, the building was reopened in 2012 as a contemporary hub for arts and culture for the people of Denver.

The primary objective for the McNichols Civic Center is to raise the profile of the venue. Increased traffic through the doors and activity on the dedicated website will increase potential for the following sponsorship opportunities:

- Exclusive Sponsorship of exhibits and events;
- Sponsored Art-house movie programming;
- Sponsorship links with Five Points Jazz Festival;
- Sponsorship of the Grand Staircase
- Sponsorship of the Rear Garden
- Retail potential – coffee shop and beer garden
- Free Wi-Fi partnership.

Sponsorship benefits will include exposure on the dedicated McNichols Civic Center website, downloadable event schedules, leaflets and brochures. The proposed value range for this venue is \$75,000 to \$100,000 per annum. The Superlative Group intends to revisit this estimate during 2014/15 as the venue increase its profile as a key part of Denver's cultural landscape.

1.3.8 Department of Public Works

The Department of Public Works includes the following divisions:

- | | |
|---|------------------------------------|
| i. Capital Projects Management; | vii. Right of Way Enforcement; |
| ii. District Management; | viii. Right of Way Services; |
| iii. Public Works Engineering Division; | ix. Safety and Loss Management; |
| iv. Denver Public Works Finance & Administration; | x. Solid Waste Management; |
| v. Public Works Fleet Management; | xi. Street Maintenance; |
| vi. Policy and Planning; | xii. Traffic Engineering Services; |
| | xiii. Wastewater Management. |

The Superlative Group wishes to investigate opportunities to raise the profile of Denver as a “Green City” and generate either additional revenue or in-kind partnerships through sponsorship exposure.

1.3.9 City Wide Opportunities

The Superlative Group has considered a range of citywide opportunities and will continue to work with the Office of Economic Development (OED) and Denver Marketing Office (DMO) to extend the scope of sponsorship revenues from the following city assets;

- Vending and Soft Drinks;
- Fleet Vehicles;
- City Wide Health program;
- City Wide Wireless / Cellular; and
- City Wide Solar / Water / Energy.

The Superlative Group foresees significant value from each of these opportunities and, based on revenue potential, regard Vending and Fleet vehicles and Wireless / Cellular to be priority opportunities. Please refer to Section 12 for further information.

1.4 Conclusions & Recommendations

The key principle of The Superlative Group's sales strategy is to approach the marketplace with the most valuable assets first. Through sales meetings with agreed target companies, we uncover information regarding marketing strategies and sponsorship budgets, which is subsequently used to match the available inventory to prospective buyers.

Denver International Airport

Due to the size and scope of its facilities, we consider DIA to hold the most potential for revenue generating partnerships. We also recognize that, as a new addition to the Sponsorship and Sales Management Services program, review and approval processes with DIA representatives will need to be established. Our priorities will be to move forward with the proposals that will deliver revenue but minimize the likelihood of time consuming political or design-related concerns.

DIA sales objectives;

- i. Category Sponsorships for Single Source Soft Drinks Agreement, Financial & Automotive categories;
- ii. Lounge opportunities & kids areas to improve existing facilities;
- iii. Jet Bridge Advertising & Concourse train opportunities;
- iv. Other signage / Naming opportunities as agreed with DIA.

We anticipate that objectives ii and iii will require approval by DIA design board before moving to activation. We would be happy to engage with DIA further regarding these proposals during February 2014.

Colorado Convention Center & Denver Performing Arts Complex

The Superlative Group considers both of these venues to be premium assets which, due to their downtown location and high occupancy, will be attractive to corporate targets. We propose to activate the sales program for these assets as soon as the valuations and activation materials have been signed off by DAV, CCC and DPAC representatives.

Red Rocks Amphitheatre

As The Superlative Group prepares for renewal of the existing agreements, we intend to generate further revenue from increased utilization of on-site and on-line exposure opportunities, such as use of social media. Review of the sponsorship rights and benefits included in existing soft drinks, beer, wine, spirits, airline and health agreements indicates that on-site signage opportunities are well utilized. Although increased revenue generation from on-site opportunities will be beneficial, care must be taken that these do not have a detrimental impact on existing exclusive sponsorship agreements.

Denver Coliseum

As a Denver landmark, the Coliseum is steeped in history and provides unique programming for a wide variety of annual events. Its location beside I-70 provides a premium exposure opportunity for a Naming Rights partner. The most important consideration for this venue will be identifying the correct targets for the sales process. It is likely that this could be an ideal opportunity for a local corporation with a mid-tier budget.

Denver Public Library

With approximately 860,000 sq. ft. over 25 branches and 3.8 million annual visitors, Denver Public Library is a significant public asset. Due to the cultural landscape of the City of Denver and large student population, these venues attract guests from a wide variety of demographics from those who use DPL venues to learn and study to those who use the facilities to meet and socialize. Signage opportunities, sponsorship of DPL programs and other category benefits such as a sponsored free Wi-Fi partnership at all branches could generate considerable revenue for DPL and provide a service which would further increase annual visits. Partnerships to improve existing facilities at selected locations (e.g. coffee chain) would further increase the pull of DPL locations.

McNichols Civic Center Building

The Superlative Group considers the initial priority at McNichols Civic Center to be promotion of the venue and increased awareness of existing programming. Exposure opportunities from other venues e.g. CCC and DPAC could be used to increase visitor numbers. Due to the central location at a high trafficked downtown area, evening light shows could increase awareness.

Art House film nights, promotion of music or cultural events and high end food, coffee, craft beer could promote the location. The venue has a good website which has potential to be monetized.

City Wide Opportunities

The Superlative Group will focus on City Wide Vending, Healthcare, Automotive, Wireless / Cellular and Energy as priority opportunities. We intend to work closely with the OED and DMO during the coming months to progress these opportunities, which have potential to generate significant additional revenue. We will also assist with development of appropriate policies and precedents as required.

Department of Public Works

The Superlative Group considers DPW to be a dual opportunity to raise the profile of Denver as a Green City, while simultaneously raising non-tax sponsorship dollars. As a significant department with many divisions, it will be important for careful consideration of the best commercial partnerships and how they should be prioritized and packaged to maximize interest from target entities. Subject to review of further information, we consider the following categories to be priorities for commercialization:

- Fleet / Automotive – Toyota hybrid, Energy;
- Public Works / Solar – exclusive partnerships as part of city category opportunities;
- Street Maintenance / Street Beautification – sponsor acknowledgement on city vehicles and staff uniforms;
- Right of Way Enforcement - parking tickets, leaflets; and
- Policy & planning - naming of transportation initiatives.

Please refer to Section 11 for an overview of the valuation process for these opportunities.

2 Introduction

2.1 Introduction

This report will identify and value a number of commercial opportunities for Naming Rights and corporate sponsorships in the City of Denver. The scope of this study includes assets owned and managed by the following entities.

- i. Denver Arts & Venues;
- ii. Denver International Airport;
- iii. Denver Public Library; and
- iv. Department of Public Works.

A brief overview of these entities is provided below.

Denver Arts & Venues

Denver Arts & Venues (DAV) is a division of the City & County of Denver's Department of General Services. The mission of DAV is to amplify Denver's quality of life and economic vitality through premier public venues, public art collections and free entertainment events and programs. DAV is responsible for the acquisition, construction, maintenance, repair, management and operation of the City's public assembly facilities, which include:

- Red Rocks Amphitheatre & Visitor Center,
- The Denver Performing Arts Complex (DPAC),
- The Denver Coliseum,
- The McNichols Civic Center Building, and
- The Colorado Convention Center.

DAV also supports a variety of free and paid programming and events including the Five Points Jazz Festival, One Book One Denver, film series and more. The agency also oversees the City's public art program and the City's creative sector business development initiatives.

Denver International Airport

Denver International Airport (DIA) is the 11th-busiest airport in the world and the fifth-busiest airport in the United States with more than 50 million passengers traveling through the airport each year. DIA is a primary economic engine for the state of Colorado, generating more than \$22 billion for the region annually. The airport will be the site of significant growth and opportunity over the next several years with a new on-site hotel, a new south terminal development project and light rail line from downtown Denver all expected to open in 2015.

Denver Public Library

The Denver Public Library (DPL) operates 25 locations, two book mobiles and a number of programs and events. These include:

- The annual Summer of Reading program focuses on making reading and literacy-related programs fun and accessible for kids of all ages;
- DPL provides free computer and internet access, as well as technology classes and one-on-one assistance to help customers build skills to be more competitive in today's digital environment. Job-seeker appointment services include teaching resume writing, searching for jobs online, and interview skills;

- BizBoost program provides one-on-one help with effective business research; and
- For new immigrants or non-native English speakers and their families, DPL offers English and other life-skills classes through the Community Learning Plazas.

Additionally, specialty services like the Western History / Genealogy Department, including the Blair-Caldwell African American Research Library presents a plethora of programs and exhibitions about the history of Denver and the West. Most of the Library programs such as Summer of Reading receive significant funding through donations, sponsorships and grants.

Department of Public Works

The Department of Public Works (DPW) is responsible for delivering high quality, cost effective, efficient, safe services involving public infrastructure and facilities to enhance the quality of life in Denver. This is accomplished through:

- management of basic public services such as rights-of-way, thoroughfares and other public facilities including streets, alleys, highways, drainage ways, sewers, trash collection, bridges, lighting, traffic engineering, street marking, signage and parking to meet the needs of the public;
- planning, design, construction, operation and maintenance of public facilities for waste management and surface transportation;
- enforcement of federal, state and local laws relating to public and private property; and
- custody of engineering and survey documents in perpetuity.

DPW has undertaken a number of initiatives to increase use of alternative fuels and consider emission control. This report will consider methods to increase private sector contribution to Denver Public Works through sponsorship and / or in-kind partnerships.

The Sponsorship and Management Services project is also being facilitated by the Denver Office of Economic Development.

The Denver Office of Economic Development

The Denver Office of Economic Development (OED) is dedicated to advancing economic prosperity for the City of Denver, its businesses, neighborhoods and residents. Working with a wide variety of community partners, OED operates to create a local environment that stimulates balanced growth through job creation, business assistance, housing options, neighborhood redevelopment and the development of a skilled workforce. OED offers a diverse set of programs and services to assist new and expanding businesses in Denver. OED facilitates the development of viable urban neighborhoods by providing quality affordable housing, an enhanced living environment, and expanded economic opportunities for low- and moderate-income residents. OED includes the Denver Office of Strategic Partnerships (DOSP), which serves as a liaison between the City of Denver and the nonprofit sector. DOSP was created in 2004 following research into how other cities connected to their nonprofit sectors.

2.2 Strategic Objectives

DAV wants to achieve the following strategic objectives from this project:

- Increased promotion of Denver Arts & Venues locations;
- Comprehensive marketing of events and programs; and
- Increased non-tax revenue from Naming Rights and Corporate Sponsorships;

2.3 Current Sponsorships

The following table provides an overview of current sponsors, categories, annual fee values and contract periods. This table reflects DAV assets only.

Sponsor	Category	RRA	DPAC	DENCOL	CCC	Fee	Term
Pepsi	Sponsor Soft Drinks [E]	X	X	X	X	\$ 250,000	5/1/12-4/30/17
Bellco Credit Union	Naming rights [E]				X	\$ 250,000	10/1/12-12/31/17
MillerCoors	Beer & Malt Beverage [E]	X	X	X	X	\$ 225,000	3/1/12-2/28/15
Chrysler	Automobile [E]	X				\$ 157,500	4/1/12-11/1/14
HealthONE	Health [E]	X	X	X	X	\$ 121,000	1/1/13-12/31/13
Southwest Airlines	Airline of RRA [E]	X				\$ 100,000	1/1/13-12/31/14
Beam Global	Spirits [E]	X	X	X	X	\$ 88,000	7/1/11-6/30/14
Red Bull	Official Energy Drink [E]	X	X	X	X	\$ 60,000	10/1/12-9/30/15
Treasury Wine Estates	Wine [E]	X	X	X	X	\$ 60,000	1/1/12-12/31/14
Xcel Energy	Energy [E]	X				\$ 60,000	4/1/13-3/31/14
Love Hope Strength	Bone marrow registry	X				\$ 40,000	4/10/12-3/31/15
Hard Rock Café	Marquee - DPAC & CCC	X	X		X	\$ 25,000	1/1/11-12/31/14
Small Planet Foods	Organic food products	X				\$ 24,075	4/1/12-3/31/14
Eldorado Springs	Natural Spring Water [E]	X				\$ 13,000	7/1/13-6/30-16
TOTAL		13	7	6	8	\$ 1,473,575	

Note - [E] identifies exclusive agreements

As part of the valuation process, the Superlative Group has carried out a review of existing contracts and renewals.

2.4 Valuation & Sales Process

This Valuation report forms the first stage of The Superlative Group's phased valuation and sales process:

- i. Task 1 – Comprehensive Assets and Opportunity Inventory;
- ii. Task 2 – Naming Rights and Sponsorship Valuation; and
- iii. Task 3 – Activation of strategic sales campaign.

This report focuses on Task 1 and Task 2 as identified above. Task 3 will be activated for selected assets when value ranges have been discussed and agreed with the City of Denver and other key stakeholders.

3 Background & Methodology

3.1 Introduction

History of Naming Rights

Naming Rights in North America can be traced back to 1912 with the opening of Fenway Park in Boston. The stadium's owner had owned a realty company called "Fenway Realty" and assigned the company name to the ball park as an early example of the promotional value of stadium naming. Despite this, Naming Rights is more widely believed to have begun in 1926 when William Wrigley, the chewing gum entrepreneur and owner of the Chicago Cubs, named his team's stadium "Wrigley Field".

In 1990, no U.S. baseball stadium bore a corporate name. However, by 2001 approximately half the baseball and NFL stadia plus three quarters of NBA and NHL arenas had sold their arena's Naming Rights to corporate organizations (Leeds, Leeds & Pistolet, 2007). The rapid increase in demand for these types of agreements is demonstrated by the fact that Naming Rights deals grew annually at a rate of 14.57% during the 1990s, when adjusted for inflation (DeSchrive & Jensen, 2000).

The record amount paid for sports arena Naming Rights is jointly held by two New York arenas - Citi Field (opened in 2009) and Barclays Center (opened in 2011). Each garnered deals of \$20 million per year for a minimum of 20 years, totaling \$400 million. Today, U.S. colleges and universities also sell the rights to athletic facilities and other campus venues.

Sports and entertainment venues have historically attracted the highest values for Naming Rights agreements as they allow corporate partners to reach millions of people over and above venue attendees. In order to overcome shrinking budgets, Municipalities are also increasingly turning to the private sector to help fund public services via Naming Rights sales. In recent years, the traditional scope of Naming Rights and corporate sponsorships has expanded to include a number of new industries and organizations.

3.2 Valuation Measurement Strategies

Considering the growth of title sponsorship and Naming Rights agreements in both sporting and non-sporting contexts, one would assume that an objective means of valuing title sponsorship Naming Rights opportunities has been developed. Ashley & O'Hara (2001) argued that the establishment of an objective method to value Title Sponsorship Naming Rights is fraught with difficulties. This is because many of the benefits associated with Title Sponsorship Naming Rights such as public image, do not have a physical presence and are therefore intangible. Title Sponsorship and Naming Rights agreements frequently differ in terms of duration, breadth of benefits available, reach and value. This is largely due to the bespoke nature of each contract and the need to predict present and future benefits, quantified in present-day dollar terms.

The most common methods used to calculate Naming Rights valuations are:

- The Cost Method;
- The Income Method; and
- The Market Method.

These are explained in further detail below.

The **Cost Method** is a time-sensitive calculation of the amount of money that must be spent to replicate the exact bundle of benefits available through a Title Sponsorship Naming Rights agreement by some other means. This approach suggests that Naming Rights can be divided into specific and separate benefits and that a quantification of their cost of purchase, external to the Naming Rights Agreement will help both buyer and seller arrive at a mutually acceptable valuation. However, there are four issues with this method:

- i. Many of the replicated benefits will occur in the future, but individual forecasts about the present day value of future costs or revenue cash flows are subjective and can vary widely.
- ii. No allowance or dispensation is made for the uncertainty of the future.
- iii. The Cost Method always treats the impact of impressions in the same way, regardless of their source. It does not address the variable impact of impressions from different media. To overcome this problem, conversion ratios are used but a significant number of variables often remain.
- iv. Accounting for duplication of impressions can create variability in the valuation. The number of impressions generated is often higher than the total number of people reached because a percentage of individuals will receive multiple impressions such as word of mouth impressions.

The **Income Method** compares the projected nominal income expected to be earned from Naming Rights with the economic life or length of time that the intangible assets can expect to command a given price. An internal rate of return is then calculated to analyze the impact of alternative future scenarios upon the level and value of benefits accrued by the buyer. Hence, the income method deals more accurately with the uncertainty of the future, but remains just as susceptible as the Cost Method to the subjectivity of forecasting and duplication of impressions.

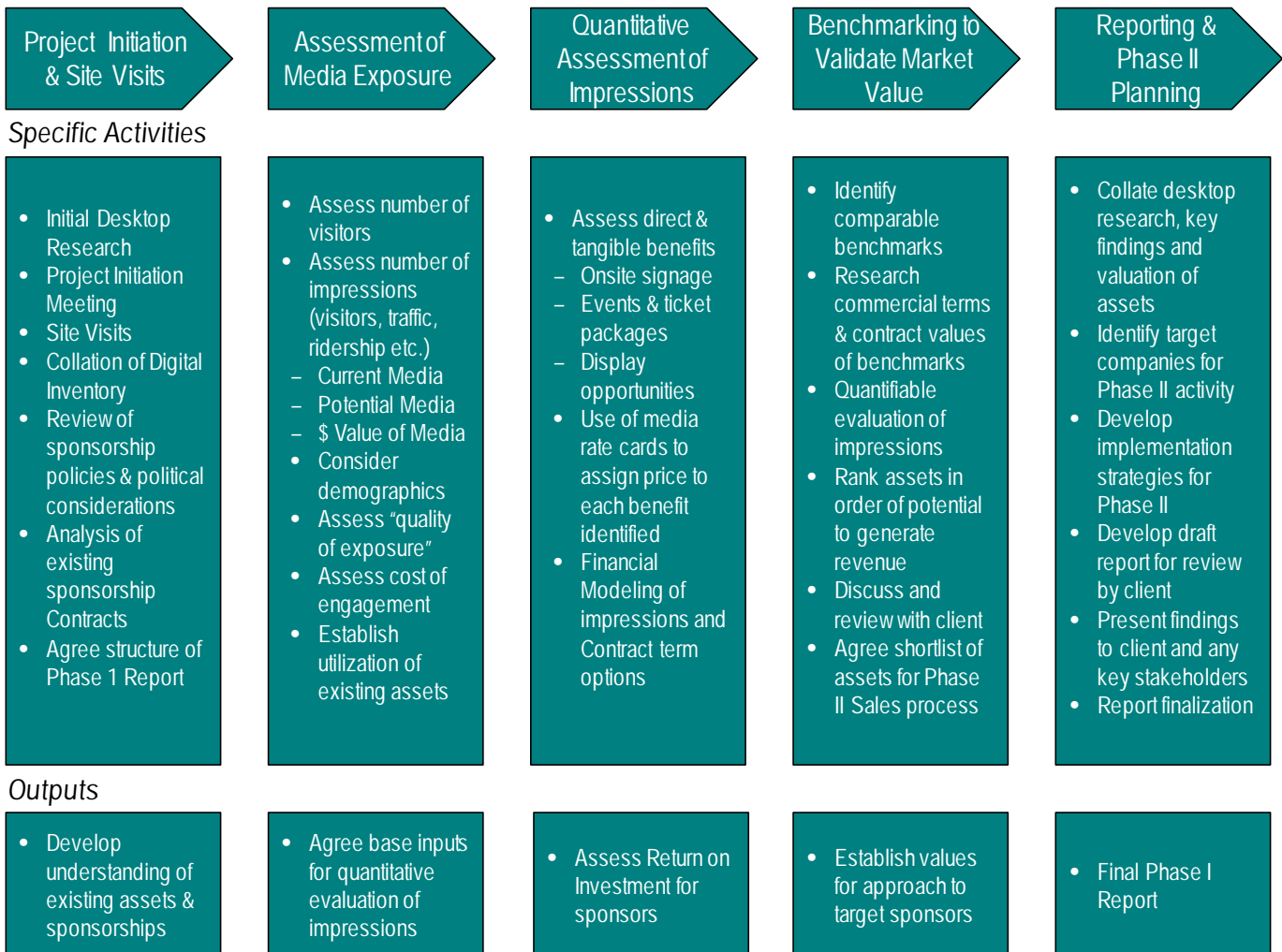
The **Market Method** assumes that a Naming Rights proposition can be valued by reference to similar transactions of Naming Rights bundles within equivalent sets of local area demographic characteristics, comparable points in time and equivalent features. This is described as the most common approach to Naming Rights valuations as the nature of Naming Rights agreements immediately calls into question the search for similar transactions. It is also considered to be a less subjective means of valuing Naming Rights agreements as it makes fewer assumptions than either the Cost or the Income Method. Academic study also advocates making adjustments to valuations in order to account for comparative analysis against current market rates.

3.3 The Superlative Valuation Methodology

Due to the lack of a universally accepted valuation methodology for Naming Rights and Sponsorship valuation, The Superlative Group, over time and experience of securing revenue generating opportunities, has developed the following valuation methodology. The diagram below shows the key stages, specific activities and outputs during development of this report.

Figure 2.4.1

Valuation Report – Key Activities



Project Initiation & Desktop Research

Upon appointment as sales agents on any new engagement, The Superlative Group carries out initial desktop research to review relevant documentation such as strategic plans and financial statements to gather contextual information such as major capital projects in the locality, specifics of the existing facilities and key statistics such as visitor numbers, drive-by traffic, media publications, hits on websites / communication channels.

Site visits are undertaken to view the assets being valued. A digital inventory is compiled for each location which is used during the valuation process and subsequently, during development of promotional materials during the sales process. The Superlative Group gathers site maps to document key details such as number of existing signage and venue specifications. This information is used to identify commercial opportunities as part of the Phase I valuation process.

In order to understand existing sponsorship partnerships, Superlative also undertakes a review of all major sponsorship contracts to consider the term of existing agreements, gain an understanding of the key commercial terms and identify opportunities where existing arrangements could be improved.

Assessment of Media Exposure

Assessment of media exposure requires an understanding of the number of impressions which a corporate sponsorship would deliver. This involves gathering traffic statistics for specific venues and consideration of impressions from roadside signage, aerial views and naming on radio traffic updates or other media channels.

Sponsorship Rates

The investment for each sponsorship element is based on a cost per thousand (CPM). CPM for any Naming Rights or advertising program varies due to factors such as location, type of media exposure and position of sponsorship space. Whilst an average CPM for a national television advertisement may be \$28 per thousand, a 30 second advertisement during the 2013 Super Bowl cost around \$4 million. An important factor when considering media rates is that CPM values can vary considerably across the nation. As a result, Superlative researched local media rates for each project.

The media value includes assessment of the value of the target audience and the quality of exposure received. Understanding the value of each impression with respect to a specific demographic or target audience is an important part of assessing media value. A target audience of 18-34 year old males may be considered as a "premium audience" by a wide range of sponsors which target sporting venues and this would increase media value. The target demographic for other venues may be considerably different and hence, this must be taken into consideration as part of the valuation. The quality of exposure is determined by how prevalent the sponsor's branding is during the exposure period and the impact that this placement will have on the target demographic.

Quantitative Evaluation of Impressions

Financial modelling is used to assess the dollar value of impressions from commercial opportunities, and display opportunities (e.g. websites). This enables Superlative to build a profile of sponsorship value and assign a price to each benefit identified.

A template financial model has been developed over time, which is refined to the specifics of each project. The findings of the quantitative evaluation of impressions are presented in Sections 4 to 11 of this report. The quantitative evaluation of impressions involves consideration of contract term options and escalation assumptions. The Superlative Group template Naming Rights Agreement includes an annual escalation clause in line with the Consumer Price Index (CPI). After calculating the media value as described above, Superlative is able to build a profile of the sponsorship value for each site.

Benchmarking to Validate Market Value

The Superlative Group carries out research regarding commercial terms and contract values as part of the benchmarking exercise, in order to make a robust assessment of whether an impression-based valuation is appropriate. Assets are then ranked in order of potential to generate revenue to establish priorities for the Phase II sales process. Consideration is also given to qualitative factors such as prestige of an asset or site, sponsorship activation and geographic reach.

Reporting & Phase II Planning

This report forms the main output of our Phase I valuation process. The following sections provide an overview of the valuation of the Naming Rights and sponsorship opportunities identified for each venue.

4 Denver International Airport

4.1 Introduction

At 140 square kilometers (35,000 acres) Denver International Airport (DIA) is the largest airport in the United States by total area and the second largest airport in the world after King Fahd International Airport in Saudi Arabia. According to 2012 statistics, Denver International Airport was the 11th-busiest airport in the world by passenger traffic with 53.2 million passengers.

The airport is operated by the City & County of Denver Department of Aviation and is the main hub for Frontier Airlines and commuter carrier Great Lakes Airlines. DIA is also the fourth-largest hub for United Airlines and a major strategic focus city for Southwest Airlines.

4.2 Site overview

As illustrated in Figure 4.3.3, DIA consists of Jeppesen terminal and three midfield concourses. Concourse A is accessible via a pedestrian bridge directly from the terminal building, as well as via the underground train system that services all three concourses. Passengers must utilize the Denver International Airport Automated Guideway Transit System to access Concourses B and C.

The airport collects landing fees, rent and other revenues from airlines to help offset its operating costs. Denver International Airport is owned and operated by the City and County of Denver and is financed through an "enterprise fund" to generate its own revenues in order to cover operating expenses. The airport operates from two main sources;

- i. Revenue generated by the airlines – landing fees, rents and other payments; and
- ii. Revenues generated by non-airline resources – parking, concessions revenues, rent and other payments.

Concourse A

Concourse A handles all international arrivals at Denver (excluding airports with border preclearance) as well as certain departing flights. Concourse A has 37 Gates: A24–A68 with four international boarding gates, gate A37 is used by British Airways and gates A41 & A43 are used by Air Canada, Iceland Air, and Lufthansa. Frontier Airlines is the largest carrier on Concourse A, while Great Lakes Airlines and American Airlines are also located on the concourse.

Concourse B

Concourse B has 77 Gates: B15–B29, B31–B33, B35–B39, B42–B95. In November 2009, United and DIA reached an agreement in which United released five of its gates in the western end of the concourse. DIA in return leased these gates to United's Star Alliance partner, US Airways. United Airlines has two United Clubs on Concourse B, both one level above the main area of the concourse. One is adjacent to gate B32, and the other is adjacent to gate B44. This concourse is exclusive to Star Alliance partners.

Concourse C

Concourse C has 22 Gates: C28–C49. Southwest Airlines and Delta are the main carriers in Concourse C.

Development Plans

A new \$500 million adjunct terminal next to the Jeppesen terminal will include:

- A large railway station, to be run by Regional Transportation District's (RTD) FasTracks system; and
- A 500-room hotel and conference center, which will be run by Westin Hotels & Resorts and create over 6,600 jobs.

Projected completion date is estimated to be mid-2016. The rail link will provide a direct linkage between downtown Denver and the airport at a cost of over \$1 billion. Construction began on October 5, 2011.

Advertising & Media

Advertising is controlled by Clear Channel. The Agreement was recently renewed. Clear Channel does not have exclusive advertising rights.

4.3 Images & renderings

Airport Exterior

Figure 4.3.1 shows an aerial image of DIA's Jeppesen Terminal building, Concourse A, B and C & runways.

Figure 4.3.1



Figure 4.3.2 shows the Teflon-coated fiberglass roof of DIA. The iconic design is intended to resemble the Rocky Mountains.

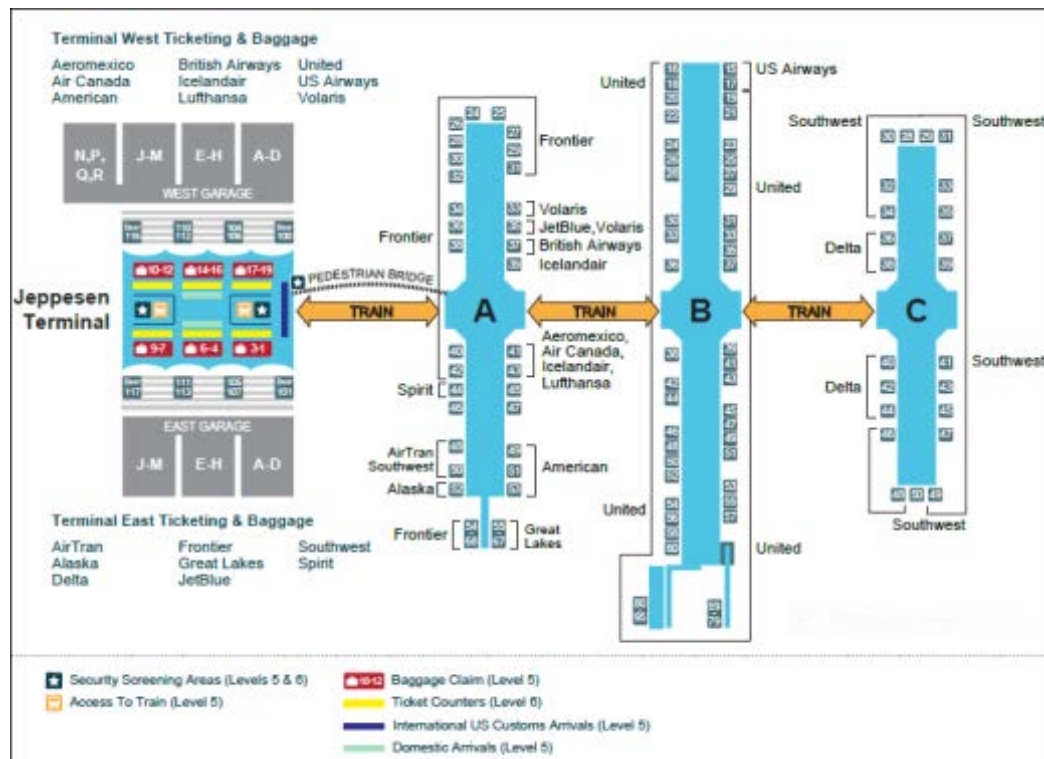
Figure 4.3.2



Airport Interior – Layout

Figure 4.3.3 provides an overview of the DIA interior.

Figure 4.3.3



4.4 Commercial Opportunities

As part of our project initiation activities, The Superlative Group has undertaken a tour of DIA, including the main concourse areas. We believe there are a number of opportunities for significant, impactful sponsorships. These are summarized below.

Assets & Locations:

The following locations have been identified as priority commercial opportunities:

- **Jet Bridge Advertising** - Jet Bridge advertising is one of the largest, most exclusive opportunities available at any airport. These programs guarantee tremendous impact by installing an advertiser's brand on the exteriors and interiors of jet loading bridges.
- **Passenger Lounges** – Addition of more comfortable seating areas within monitors at / near gates would provide a significant sponsorship opportunity, particularly on concourse A, where there is currently a vacant lounge. Refit of an existing lounge area would significantly reduce the required development costs.
- **Concourse train station sponsorship** – The opportunity for a corporate partner to upgrade existing signage and waiting areas could provide an impactful sponsorship opportunity. The stations at each concourse have two sets of backlit signage that should be replaced.
- **Concourse central areas** – Concourse central areas provide space for sponsored areas which could enhance the customer experience e.g. rock climbing.
- **Kids' Area(s)** - There is a possible location for lounge or kids' area in Concourse A, which has the highest percentage of children.
- **Food courts** - Refresh of Food Court seating areas.
- **Information Booths** - Updates to information booths and concourse directories.
- **Directional Signage** – Long term sponsorship opportunity to assist with signage replacement costs.

Category Sponsorship Opportunities

- **Automotive** – DIA provides significant opportunities for an automotive partnership, through cars and vehicles, sponsorship of parking areas (approx. 40,000 spaces) and vehicle displays;
- **Computer & Technology** – Targets from these categories could sponsor a new passenger lounge in Concourse A and the Business Center in Concourse B Mezzanine.
- **Financial Services** – DIA currently has Credit Union ATMs on a month-to-month deal. This category could be broadened to include an on-site branch or Jet Bridge advertising and extended to cover a long term agreement.
- **Electronics** – There are several opportunities for improved monitors throughout Concourses, at food courts and at gates. In-kind partnerships should be explored to fund improvements / upgrades.
- **Telecoms** – There are opportunities to include displays, sampling and recharge areas.
- **Soft Drink** – The Superlative Group intends to prioritize renewal of concession agreements, including the possibility to add requirement for a pouring rights sponsor in new agreements. There is currently non-exclusive vending on concourses and in DIA / airline employee areas.
- **Other** – there is potential for additional categories, such as Health and Education.

Please refer to Section 4.7 for further information on category sponsorships.



4.5 Value Estimates

This section provides an overview of the value ranges for Naming Rights and sponsorship opportunities at DIA.

Media Impressions

Table 4.5.1 shows a summary of visitor 2012 visitor numbers by concourse.

Table 4.5.1

Customer Traffic (2012)	Impressions
Concourse A	15,190,383
Concourse B	22,890,066
Concourse C	14,733,269
Airport Employees	34,015
Total	52,847,733

The following table shows passenger demographics per concourse.

Demographic	All	Concourse A	Concourse B	Concourse C
Male	51%	49%	48%	55%
Female	49%	51%	52%	45%
< 35 years	43%	45%	41%	41%
35 – 54 years	35%	31%	35%	39%
55 + years	35%	31%	35%	39%
Mean Age	40.0	39.6	40.5	40.0
< \$55k / HH	23%	22%	27%	21%
\$50k – \$99k / HH	32%	30%	31%	36%
\$100k - \$149k / HH	22%	22%	20%	24%
\$150k + / HH	23%	26%	22%	19%

Table 4.5.2 shows 2013 social media impressions, excluding twitter².

Table 4.5.2

Social Media Impressions (2013)	Impressions
DIA Facebook content impressions	200,500,000
Facebook Check-ins	188,300,000
Total	388,800,000

Table 4.5.3 shows 2013 traditional media impressions³.

Table 4.5.3

Traditional Media Impressions	2013
Television Station	182,180,112
Newspaper	99,439,356
Television program	99,096,962
Online, consumer	84,271,000
Radio Station	58,654,771
Cable / Satellite Program	21,823,695
Cable / Satellite - network / station	6,593,492
Television program - national	6,154,928
Online, news and business	908,745
Newspaper, community	222,206
Total	559,345,267

² Social Media Impressions calculated using sproutsocial.com

³ Traditional Media Impressions calculated using software provided by Vocus Public Relations

Jet Bridge Sponsorship

New York

HSBC paid \$6 million per year over 5 years at JKK to have its logos on the exterior of jet bridges and advertisements line the inside of the walkways (approximately 125 gates). Pricing advertised at LaGuardia airport is \$3.75 million per year over 5 years (approximately 76 gates).

Toronto

HSBC Bank Canada branding campaign covered 91 jet bridges and 86 gates at Toronto Pearson International Airport.

Figure 4.5.1a



Figure 4.5.1b



Denver

The following table provides an overview of the number of gates and aprons⁴ at DIA.

Concourse	Gates	Aprons
Concourse A	30	33
Concourse B	52	14
Concourse C	22	1
Total	104	48

As concourse A is likely to be the best pilot for a jet bridge marketing campaign;

- It handles all international arrivals at DIA;
- It has the highest proportion of passengers under 35 years;
- It has the highest proportion of passengers with a household income of over \$150,000.

Jet Bridge pricing benchmarks indicate that external advertising on 30 jet bridges at DIA concourse A could generate between \$900,000 and \$1,050,000 per annum. Benefits could be increased by expanding the opportunity to other areas of the airport exterior, as shown in Figure 4.5.1b.

Assuming a 5 year contract, including an annual escalation factor of 2.6%, this opportunity could generate total revenue of between \$4.7 and \$5.5 million. The most important issue for this opportunity is that Jet Bridge advertising has traditionally been led by HSBC, who aggressively promotes their slogan as “The world’s local bank.” HSBC currently has no presence in Colorado. However, the concept could be tailored for U.S. financial institutions to deliver a high impact exposure opportunity and a significant source of additional revenue for DIA.

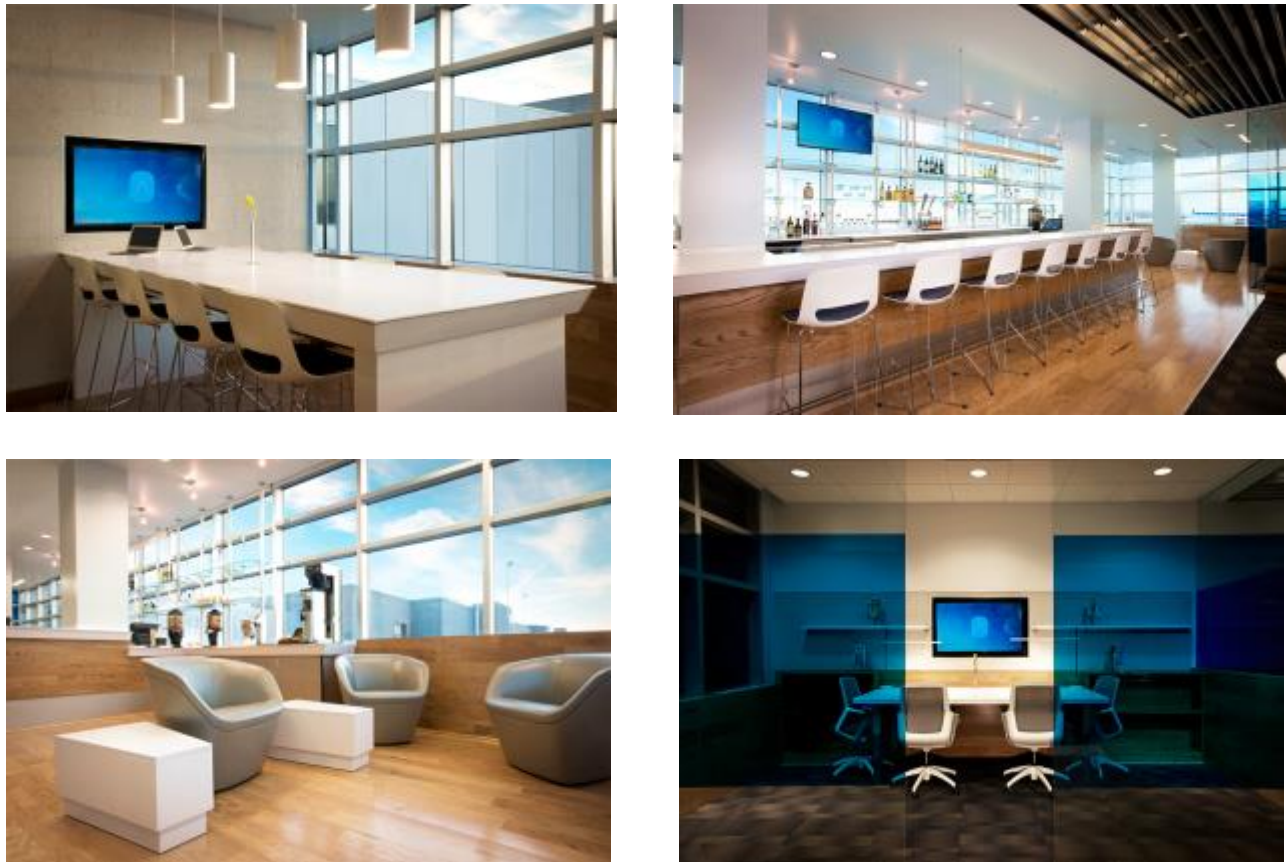
⁴ The area of an airport where aircraft are parked, unloaded or loaded, refueled, or boarded.

Passenger Lounge

Addition of more comfortable seating areas within monitors at / near gates would provide a significant sponsorship opportunity, particularly on Concourse A, where there is currently a vacant lounge. Refit of an existing lounge area would significantly reduce the required development costs. Please refer to Appendix D for details of the vacant location.

Figure 4.5.2 shows some examples of the new passenger lounge in Cleveland.

Figure 4.5.2



This opportunity could provide a named lounge through partnership with a telecoms, computer or financial services category.

Cleveland “Airspace Lounge” case study:

- Complimentary hot food from bistro-type menu;
- Fully-tended complimentary bar;
- Free unlimited Wi-Fi;
- Daily newspaper, magazines & TV;
- Pay as you enter \$25 per day (\$35 during peak traffic hours) entry comes with a \$10 credit for food & drinks.

This opportunity has the potential to generate \$300,000 to \$350,000 per annum over a proposed term of 20 years, to match the life of the asset.

Concourse Train Stations

The Superlative Group understands from discussion with DIA representatives that advertising associated with the Denver International Airport Automated Guideway Transit System has not historically sold well. However, the opportunity for a corporate partner to either name the line and / or upgrade existing signage and waiting areas could provide a more impactful opportunity.

The stations at each concourse currently have two sets of backlit signage that could be replaced. There are also 3M signs and monitors. Both provide excellent opportunities for upgraded signage and, perhaps, new monitors. The example provided below is from a BAA owned airport. A similar finish could improve the finish of the existing stations and generate significant additional sponsorship / advertising revenue.

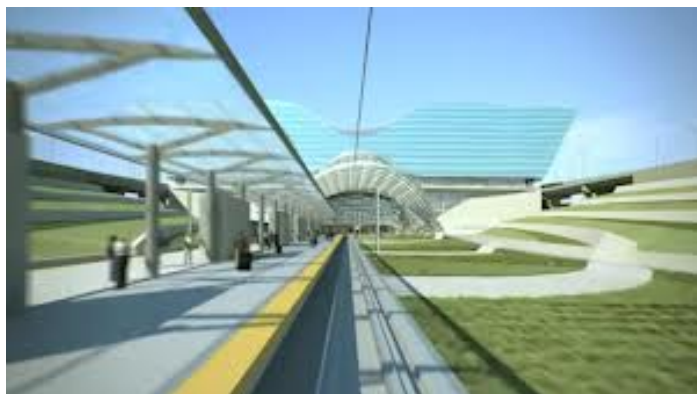
Figure 4.5.3



Signage improvements from three concourse stations could generate between \$375,000 and \$450,000 per annum. The term of the agreement should be 7 – 10 years to match the expected useful life of the signage.

The Superlative Group would also be happy to consider the benefits and revenue potential from station naming of the new rail development.

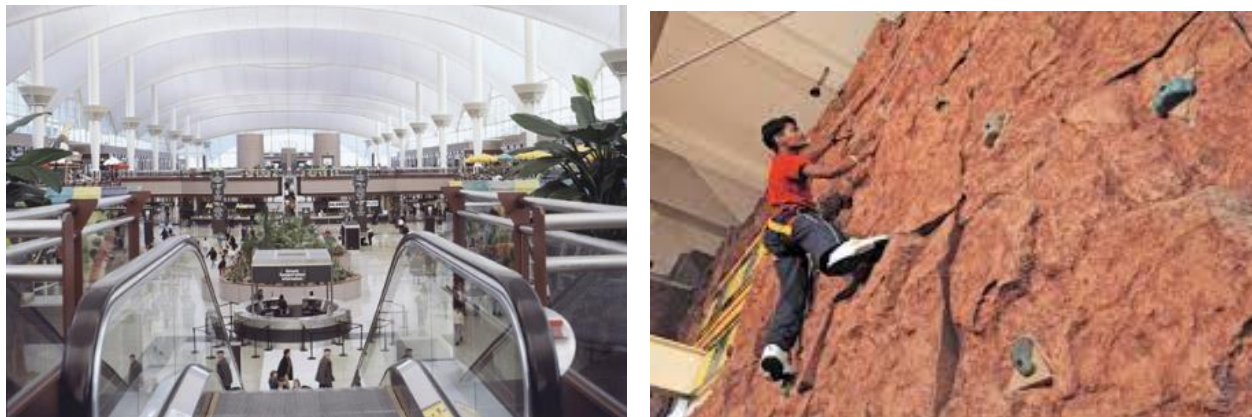
Figure 4.5.3



Concourse Central Areas

Opportunities for concourse central areas are required to combine revenue potential with a design / artistic benefit to the airport site. Banners and flags have historically not been considered as a viable sponsorship opportunity. More inventive uses of the space e.g. rock climbing or combining sponsorship with public art, are more likely to gain approval from the design committee.

Figure 4.5.4



Available space could be used for cross-promotion of DAV locations:

- Sponsored Red Rocks Climbing Wall;
- Denver Arts & Venues public art space.

“Red Rocks” climbing wall in Concourse B.

Table 4.5.4

Red Rocks Wall	Impressions	Value
Sponsor ID on Climbing Wall	11,445,033	\$108,728
Sponsor ID on Red Rocks Wall Certificates	2,861,258	\$34,335
Sponsor ID on Staff Uniforms	5,722,517	\$28,613
Sponsor ID on Web Impressions	10,231,707	\$20,463
Sponsor ID on Facebook Check-Ins	12,680,385	\$25,361
Total	42,940,900	\$217,500

The climbing wall could be designed in the color and features of Red Rocks. The wall could include signage at the top and participants would be provided with a take-away certificate. Safety staff would have Sponsor ID on uniforms and the facility could be promoted on the DIA website / Facebook page. This opportunity could be delivered as a stand-alone package or added to an existing Red Rocks category sponsorship. The opportunity could generate annual revenue of between \$200,000 and \$250,000.

Kids Play Area

There is a potential location for a kids play area in Concourse A above Gate A38 (approximately 20' x 100'). Many airports are investing in similar facilities to allow a safe environment to kids to play and provide adults with some respite during their journey. Tying the opportunity with a Health sponsor could allow impactful sponsorship benefits such as blood pressure checks, fitness and dietary advice or other check-ups. As concourse A has the highest proportion of children, it would provide the best location for this facility.



Case Studies:

Chicago O'Hare International Airport (ORD): The Chicago Children's Museum set up permanent camp at Chicago O'Hare International Airport with their "Kids On the Fly" exhibit featuring a helicopter, a traffic control tower, luggage sorting areas, and even a restored F4F-3 Wildcat airplane flown by the WWII hero, Lt. Commander Edward "Butch" O'Hare.

Seattle/Tacoma International Airport (SEA): Located in the Central Terminal, Seattle's Sea-Tac play space boasts a large play zone. The provides a range of activities including foam structures for climbing, airplanes to maneuver, control towers and baggage processing areas. The playground and nearby restrooms have areas for parents to rest.

Sponsorship benefits for the DIA kids area could include the following items.

Table 4.5.5

Kids Area	Impressions	Value
Sponsor ID on Kids Area Exterior Signage	7,595,192	\$72,154
Sponsor ID on Promotional Leaflets	1,898,798	\$22,786
Sponsor ID on Health-Check Staff Uniforms	3,797,596	\$18,988
Sponsor ID on Web Impressions	6,790,000	\$13,580
Sponsor ID on Facebook Check-Ins	8,415,000	\$16,830
Total	28,496,585	\$144,338

The valuation assumes that Sponsor ID would be included on the exterior panels of the kid's area and would include an adults waiting area, where staff would be available to provide complementary health advice. The valuation assumes that a dedicated page would be provided on the DIA website and a Facebook page would be created to allow adults to "Check-In" or "Like" while they wait for their kids.

The Superlative Group considers a value range of \$125,000 to \$175,000 per annum to be appropriate. We would like to secure an agreement on a 5 to 10 year term, to correspond with the useful life of the signage and kids area fit out.

Other Opportunities

There is the possibility for DIA to create a Public Arts space to promote Denver venues e.g. DPAC. The space (and exposure) could be linked to the DPAC Naming Rights opportunity or promotion of the McNichols Civic Center Building and could include information on the annual events at Denver venues, including discrete Sponsor ID / signage and take-away leaflets / brochures.

Other opportunities are summarized below.

DPL Connect Program

This opportunity would involve inclusion of a mobile library kiosk to provide travelers with reading materials and / or promotional material about DAV events and venues. The design aspects of the mobile library would be refined for the purposes of DIA so the kiosk design would be “unstaffed”. The concept has been successful for DPL and they would like to extend to promote new branches or services. The DPL Connect Program would be a cross-promotion opportunity between DIA and DPL.

The value range for this opportunity is \$50,000 to \$75,000 per annum over a proposed 3 year term.

Information booths

DIA information booths present the opportunity for a partnership between Colorado resorts and DIA to replace four existing booths which are large and considered to be an inefficient use of space. The design and sales process for replacement booths provide an opportunity to improve facilities and develop a creative sponsorship opportunity.

The value range for this opportunity is \$80,000 to \$100,000 per annum over a proposed 5 year term.

Directional Signage

Existing DIA directional signage is approximately 20 years old and need to be replaced. Development of a sponsorship program could develop an impactful sponsored asset, which could assist with funding of high replacement costs. It is important that the signage retains its primary purpose as directional aid to passengers. It is likely that sponsorship benefit / exposure would be in return for capital replacement cost, rather than sponsorship revenue.

This opportunity should be developed as a long-term (10-20 year) deal, with the objective to match the useful life of the new signage.

4.6 Summary of Commercial Opportunities

Table 4.6.1 provides an overview of the DIA commercial opportunities, value ranges and proposed terms.

Table 4.6.1

Denver International Airport	Revenue Potential per Annum		
Opportunity	Floor	Ceiling	Term (Yrs)
Jet Bridge Advertising	\$900,000	\$1,050,000	5
Passenger Lounge Sponsor	\$300,000	\$350,000	20
Concourse Train Stations	\$375,000	\$450,000	10
Concourse Central Areas	\$200,000	\$250,000	5
Kids Play Area	\$125,000	\$175,000	5
DPL Connect	\$50,000	\$75,000	3
Information Booths	\$80,000	\$90,000	5
Directional Signage	\$50,000	\$60,000	20
Total	\$2,080,000	\$2,500,000	

This section also provides an overview of potential category sponsorship opportunities at DIA in the following categories:

- Automotive;
- Computer & Technology;
- Financial Services;
- Electronics & Telecommunications;
- Energy; and
- Beverage / FMCG.

These opportunities are explained in further detail below.

4.7 Category Sponsorships

Category Sponsorships are an integral part of any corporate sponsorship program. They allow companies to correlate their brand to that of Denver International Airport (DIA) in a way that is unique outside of traditional advertising opportunities or Naming Rights Agreements. These sponsorships can provide additional revenue and in-kind support for DIA in a number of different areas and in return, the sponsor receives greater brand recognition and enhanced advertising value.

This section provides an overview of eight potential sponsorship categories available at DIA. Please note that these sponsorship opportunities are interdependent in terms of available inventory, quality of impressions and category exclusivity as a higher number of available categories are likely to lower the value each category will deliver. In addition, category sponsorships are directly affected by any Naming Rights sale, as a Naming Rights sponsor will consume the sponsorship category for its industry.

4.7.1 Category Partnership – Entitlements and Activation

Prior to the sales phase for any Category Partnership, The Superlative Group will develop the appropriate collateral material and proposals for each category that DIA approves to take to market. These proposals will provide an outline for prospective sponsors to review as part of determining whether the category partnership is something of interest. The entitlements in each package will include quantitative and qualitative benefits, together with specific sponsorship activation opportunities.

At a generic level, entitlements may include:

- Company name, logo and sponsor designation on airport materials including the website, brochures, reading materials and marketing collateral.
- The company may receive signage in mutually agreed areas of the airport with the opportunity to change the message an agreed number of times per year. All costs associated with signage placement will be incurred by sponsor.
- The company may have the opportunity to conduct market research, provide sampling/couponing promotions and other mutually agreed events an agreed number of times per year. All costs associated with the events will be incurred by the sponsor.
- DIA and the company may develop a joint press release and associated public relations campaign announcing the sponsorship.

Based on our initial review of DIA, we have identified the following packages for each category of sponsorship entitlements and activations. Please note that these packages are subject to discussion with DIA regarding its requirements, an assessment of the opportunity cost of the loss of income from existing contracts (e.g. advertising or bank ATM contracts) which conflict with the package entitlements, and the needs of the potential category partners themselves.

Automotive

An auto category partner may want their vehicles to be the 'Official Vehicle of DIA'. Depending on the automaker and the selection of models produced, this could offer DIA and the automotive partner significant exposure. The partner may request some or all the following elements incorporated into the package;

- All airport vehicles (support, transport, etc.) will be of the sponsor's brand;
- Vehicle displays in terminal buildings. We suggest one two-vehicle display in each concourse with the option of allowing travelers an interactive experience with the vehicles;
- Sponsorships of DIA's car park areas⁵; and
- Special parking privileges for individuals who drive the partners' brand of car. This could be prime parking spots, reduced parking fees or valet service.

We are aware of the existing automotive contract at Red Rocks. The Superlative Group considers extension of the automotive category to other venues as a key priority and due to the significant parking and other exposure opportunities, inclusion of DIA is an important part of this strategy.

Computer & Technology

A computer / technology partner will have a wide array of options available to them, depending on where either DIA or the partner draws the line of 'technology'. This may be decided by the limitations of the products produced by the potential partner. We expect the technology partner to incorporate at least some of the following products into the sponsorship: televisions, computers, computer monitors and servers. Sample elements of their package could include;

- Sponsor will supply necessary technology equipment for DIA in high visibility locations with Sponsor ID visible. This could include computer monitors at retailers or security, television screens used in the flight information displays and television monitors located in terminal waiting areas;
- A product-offering display area in terminal / concourse buildings. This area may include a wide array of product offerings from the partner and airport travelers would have the ability to interact and sample the various products. A staff member may be on-hand to assist and educate the travelers on all products and to assist in any sales.

The computer and technology category could be a good target sponsor for a new lounge or business center.

Financial Services

This is one of the staple category partnerships which DIA should consider. There is a lot of competition within the financial industry for customer loyalty and service options and people love to see their bank where they travel. The financial category is splintered with some companies offering a wide array of services and others staying relatively focused. It is our suggestion that financial services partners with international growth strategies and a wide range of services are considered. The sponsorship package for a financial partner could include the following;

- Full-service, in-terminal banks with deposit, withdrawal, currency conversion and loan capabilities;
- All ATM machines throughout the airport will be branded with the sponsor's ID;
- DIA could use the partner as their financial institution.

The financial services category will be an obvious choice for the Jet Bridge sponsorship opportunity. The Superlative Group proposes that during the sales process, it would make sense to combine the exposure possibilities from these two opportunities.

⁵ DIA provides over 40,000 parking spaces at 10 locations:
2 Garages, 2 Close in surface lots, 2 Shuttle lots, 2 Valet lots and 2 Short term lots.

Electronics & Telecommunications

It is likely that an electronics and telecommunications partner would have limited visibility beyond sample and display areas within each terminal / concourse building. This is due to the small physical size of their offerings and the mobility that comes along with them. This category would be able to offer significant in-kind product for DIA in the form of phones and service to the employees or support staff of DIA. This partner's sponsorship package could include;

- A product-offering display area in each terminal / concourse building. This area would include product offerings from the partner where airport travelers can interact and sample the various products. A staff member would be on-hand to assist and educate the travelers on all products and to assist in any sales;
- Branded "call areas" located in each terminal / concourse where travelers may make calls in a private environment. Call areas could be modeled after phone booths, except the service will be free to call certain locations and will be branded with the sponsor's ID. The physical calling equipment will be various models of the partners' phones.

Energy

While this partnership is potentially a lucrative category for DIA, it might also be one of the most difficult packages with which to offer a partner sufficient value. We expect this partner to be in the position of "DIA's Official Energy Provider." Many energy partnerships are created out of the necessity for the energy partner to show goodwill and community involvement. This sponsorship package could include the following elements;

- All electrical power sockets available to the public branded with the partner's ID
- Display areas in each terminal where airport travelers can learn about the energy partner and their business, pay bills, sign up for service or receive customer assistance.

Beverage / FMCG

This partnership is built on the need for category exclusivity. We expect this partner to have the ability to sell their products at retail throughout the airport. As well, all beverage vending machines, fountains and other point of sale locations will be branded with sponsor's brand. The Beverage / Fast Moving Consumer Goods (FMCG) partnership has significant potential if combined with procurement efforts. While most beverages classify as FMCG, a FMCG company may not necessarily produce a beverage. The standard beverage agreement consists of a sponsorship in conjunction with pouring rights. While technically these are two separate agreements they are combined into one and a partner will pay one fee. If a FMCG partner enters the picture, the entire category has the possibility of being altered from a beverage category.

4.7.2 Category Partnership – Contracting Each Package

In advance of taking each package to market, The Superlative Group will work with DIA to determine the exact contents of each entitlement and sponsorship package. This will include identification of conflicts between each package item and existing contracts and evaluation of the optimum package. This will be an ongoing and iterative process between The Superlative Group, DIA and a potential partner.

The progress and contents of any Naming Rights partnership at DIA will be taken into account. This will include the removal of any category which has already been used in any Naming Rights deal.

The entitlements included with a sponsorship will be mutually agreed between DIA and the sponsor organizations. The details will be discussed during the contract negotiation phase of the sales campaign; through these negotiations, if the entitlements change (add/subtracted/edited), the value of the sponsorship will change.

5 Colorado Convention Center

5.1 Introduction

The Colorado Convention Center (CCC) is a multi-purpose convention center located in Downtown Denver. The Center is owned by the City and County of Denver but has been privately managed by SMG since 1994. The CCC opened in June 1990 with an exhibition hall, five meeting rooms and a main ballroom, totaling 800,000 square feet (74,000 sq m). The facility was expanded in 2004 to include several meeting rooms, two ballrooms and an indoor amphitheatre. Since opening, the center hosts over 400 events per year.

Centrally located in downtown Denver, the CCC has become a Denver landmark. The center is adjacent to the Denver Performing Arts Complex and the Emily Griffith Opportunity School. It is blocks away from the Colorado State Capitol, Auraria Campus and the 16th Street Mall. It is served by the RTD light rail station, Theatre District / Convention Center.

5.2 Site Overview

2004 expansion

The City and County of Denver undertook a \$340 million expansion of the facility, completed in December 2004. The expansion doubled the size of the CCC, which now consists of 584,000 square feet (54,300 sq m) of exhibit space, 100,000 square feet (9,300 sq m) of meeting rooms, and 85,000 square feet (7,900 sq m) of ballroom space. The expansion also included the 5,000 seat Belco Theatre. The CCC is now approximately 2.2 million gross square feet.

Location

The CCC is located between 14th Street and Speer Boulevard, and between Champa Street and Welton Street. Stout Street runs underneath the building, as does the (RTD) Light Rail's Central Corridor. The CCC is linked by a pedestrian bridge across Champa Street to the Denver Performing Arts Complex, which offers nine theatres (please also refer to Section 6). The University of Colorado Denver, Metropolitan State University of Denver, and the Community College of Denver are all located to the west across Speer Boulevard at the Auraria Campus. The CCC is also conveniently located close to many other downtown attractions including:

- 16th Street Mall;
- LoDo (Lower Downtown) district;
- Pepsi Center- home of the Colorado Avalanche and Denver Nuggets;
- Coors Field- home of the Colorado Rockies;
- Denver's Downtown Aquarium;
- Elitch Gardens amusement park; and
- Denver Botanic Gardens.

The CCC also hosts an attached 1,000 space, three-level parking structure as well as its own RTD (Regional Transportation District) Light Rail stop for even easier accessibility. The Hyatt Regency Denver, completed around the same time as the CCC expansion, is located across 14th Street from the Center and is one of Denver's Top Ten tallest buildings with 38 floors for a height of 489 feet (149 m). Across Welton Street, on the historic registry, is the Denver Athletic Club.

Main Facilities

The CCC includes the following main facilities:

- Belco Theatre;
- Four Seasons Ballroom;
- Mile High Ballroom; and
- Meeting rooms.

Belco Theatre

The Belco Theatre (formerly the Wells Fargo Theatre) is an indoor amphitheatre located in the rear of the CCC. The venue was part of the CCC's 2004 expansion and opened to the public in 2005. Originally known as The Lecture Hall at the CCC, the venue was renamed in 2007, following a Naming Rights agreement with banking and financial services company Wells Fargo. The bank purchased Naming Rights of the theatre in September 2006 for a five-year period. Bellco Credit Union, one of the largest credit unions in Colorado, purchased NamingRights of the theatre in 2012. Since its opening, the venue has become one of the busiest mid-sized concert venues in Metro Denver, alongside the Fillmore Auditorium and 1st Bank Center.

Four Seasons Ballroom

The "Four Seasons Ballroom" is the newest ballroom at the CCC, also completed as part of the 2004 expansion plan. The ballroom can hold up to 3,500 guests and is primarily used for banquets and fundraising events. The venue hosts numerous graduation ceremonies for Denver area schools including:

- The Art Institute of Colorado;
- Community College of Denver;
- Metropolitan State College of Denver;
- Regis University; and
- University of Colorado Denver.

Mile High Ballroom

The "Mile High Ballroom" is the largest ballroom in Denver. The space can hold up to 3,000 guests for catered events and up to 5,000 for general admission. The ballroom features a state-of-the-art lighting system that provides the illusion of the night sky. The ballroom is primarily used for banquets, conferences and intimate events. The space was renovated in 2004 as part of the convention center's overall expansion plan. The venue's current name is derived from the Korbel Champagne Cellars.

Exhibit Hall & Meeting Rooms

The "Exhibit Hall" is the main facility at the CCC. The space consists of six individual halls spanning 90,000 to 100,000 sq. ft. The space is primarily used for trade shows, conventions and product launches.

2012 Event Summary

Table 5.2.1 provides an overview of 2012 events.

Table 5.2.1

Event Category	Attendance	Exhibitors	Event Days	Events	Move Days
Assemblies	53,999	262	30	21	10
Banquets	6,505	85	12	11	2
Consumer / Public Shows	438,281	8,868	91	38	75
Concerts	60,549	-	19	13	2
International / National Conventions	173,759	26,249	139	41	173
Regional / Corporate Conventions	54,871	5,031	91	38	77
Meetings	15,116	639	90	42	18
Trade Shows	10,168	761	18	9	12
Performing Arts	6,256	100	7	3	2
Other	51,914	105	45	24	14
TOTAL	871,418	42,100	542	240	385

In 2012, CCC total attendance was over 870,000 and included 240 events. In 2013, CCC attendance increased to 880,201 but the number of events decreased marginally to 220.

5.3 Images & renderings

Exterior Signage

Figure 5.3.1 – Colorado Convention Center Building Façade Signage



Exterior Signage

Figure 5.3.2 – Colorado Convention Center & Denver Performing Arts District Signage locations

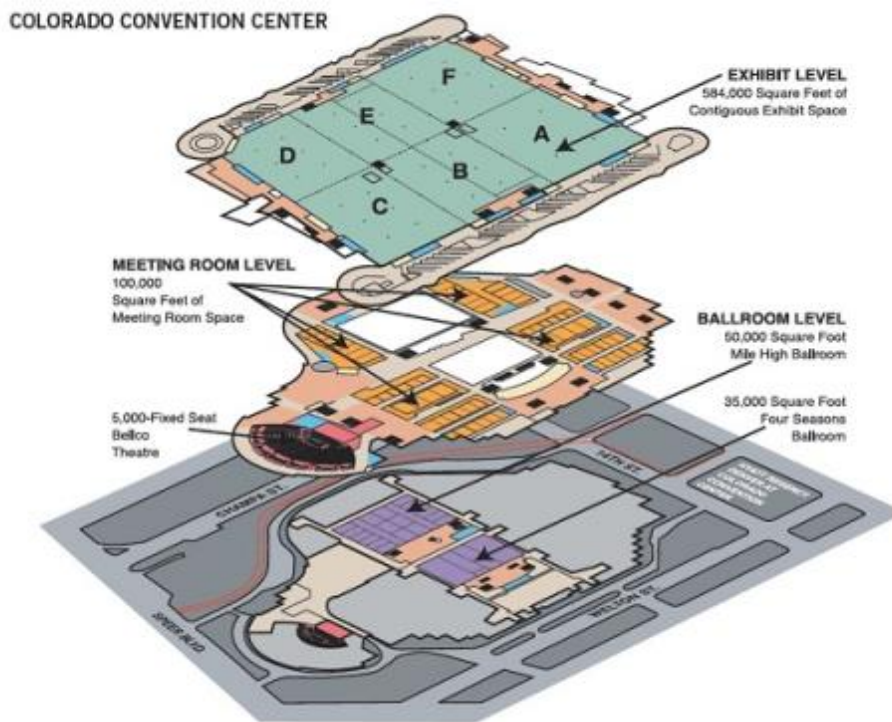


Figure 5.3.3 – Signage at 14th Street @ California and NB Speer @ Welton



Interior Floor Plan

Figure 5.3.4



5.4 Commercial Opportunities

Convention Center Naming Rights

Table 5.4.1 provides an overview of the Naming Rights valuation of the Colorado Convention Center.

Table 5.4.1

Sponsor Signage Exposure	Impressions	Annual Benefit
Sponsor ID on Building Façade	11,334,086	\$96,340
Sponsor ID on External Electronic Signs	10,259,946	\$69,255
Sponsor ID on Internal Signage & Kiosks	12,322,814	\$52,372
Sponsor ID on Vehicular Directional Signage	11,600,766	\$40,603
Sponsor ID on Garage Arrival Signs	1,760,402	\$10,562
Sponsor ID on Signage at Light Rail Tunnel	4,250,000	\$25,500
Sponsor ID on Internal Ad Monitors	19,276,402	\$62,648
Total	70,804,416	\$357,280
Other Media Impressions	Impressions	Annual Benefit
Sponsor ID on TV, Radio & Printed Materials	1,294,792	\$36,254
Sponsor ID on Tickets & Brochures	1,496,342	\$25,438
Sponsor ID on All Online Media Sources	2,160,000	\$10,800
Sponsor ID on Staff Uniforms	4,401,005	\$11,003
Total	9,352,139	\$83,494
TOTAL	80,156,555	\$440,774

The valuation makes the following assumptions:

- i. Signage on the building façade will be updated to state the Name of the Sponsor ID. This will benefit from traffic impressions on 14th Street and SB on Stout. All upgrades to signage at the building façade will be subject to CCC approval, will be in keeping with existing signage design and will be paid for by CCC;
- ii. Sponsor ID to appear on two existing digital marquee packages. The Sponsor ID will be included in promotional loops on each screen;
 - NB Speer @ Welton (9' x 16')
 - 14th Street @ California (14' x 48')
- iii. Sponsor ID will be included on selected static signage within the building (e.g. on directional signs, floor maps and internal kiosks);
- iv. Sponsor ID will be included on wayfinding signs to CCC;
- v. Garage arrival signs will include the Sponsor ID;
- vi. Sponsor ID will be included on Signage at Light Rail Tunnel; and
- vii. Sponsor ID will be included on internal LED monitors. The Superlative Group understands that CCC is investing in 73 LED screens (one per meeting room). Selected screens could float the logo of the CCC Naming Rights partner.
- viii. Sponsor ID will be included on all:
 - TV, Radio & Printed Materials;
 - Tickets and online exposure opportunities; and
 - Other exposure options such as staff uniforms.

Calculation of these benefits indicates a proposed valuation of approximately \$425,000 per annum. The Superlative Group proposes a value range of \$425,000 to \$525,000 for a 20 year contract period. Assuming an annual escalation factor of 2.6%, this opportunity could generate between \$11.0 million and \$13.5 million. Subject to DAV and CCC approval, we will open negotiations with target entities at the upper level of this range.

5.5 Benchmarking

Table 5.5.1 provides benchmark information for Convention Center Naming Rights Agreements⁶.

Table 5.5.1

Venue	Location	Buyer	TOTAL	Term (Yrs)	Per Yr Ave
TD Convention Center	Greenville, SC	TD Bank	\$3,000,000	10	\$300,000
Cox Convention Center	Oklahoma City, OK	Cox Communications	\$2,240,000	7	\$320,000
MassMutual Center	Springfield, MA	MassMutual	\$5,000,000	15	\$333,333
Alliant Energy Center	Madison, WI	Alliant Energy	\$6,300,000	20	\$315,000
Rabobank Convention Center	Bakersfield, CA	Rabobank	\$2,500,000	10	\$250,000
Community Choice Credit Union Center	Des Moines, IA	Community Choice	\$2,500,000	10	\$250,000
US Cellular Center	Cedar Rapids, IA	US Cellular	\$3,800,000	10	\$380,000
CenturyLink Center	Des Moines, IA	CenturyLink	\$3,250,000	10	\$325,000
Average			\$3,573,750	12	\$309,167

The term of the Agreements shown in the table above range from seven years (Cox Convention Center in Oklahoma City) to twenty years (Alliant Energy Center in Madison, WI). The annual value ranges from approximately \$250,000 to \$380,000. Due to the high specification of the Colorado Convention Center and the size and location of the venue, the Superlative Group considers the proposed value range for CCC of \$425,000 to \$525,000 to be appropriate.

⁶ Duke Energy acquired Cinergy's Naming Rights for the Convention Center in Cincinnati, OH when Duke Energy acquired Cinergy. Cinergy's deal was \$9 million for 30 years, but with the \$9 million paid within the first 3 years at \$3 million per year. This agreement has not been shown in the table due to the unique payment profile.

5.6 Other Naming Opportunities

Although selling Naming Rights for the entire venue will be the most valuable opportunity at CCC, there may be potential to sell secondary Naming Rights options for certain areas of the CCC interior.

- i. Naming Rights of the Mile High Ballroom;
- ii. Naming Rights of the Four Seasons Ballroom;
- iii. Naming Rights of Lobby Areas; and
- iv. Naming Rights of Meeting Rooms.

Ballroom, Lobby & Meeting Areas

The benefits package for ballroom, lobby and meeting room opportunities will be agreed between CCC and the target entity. It is likely that they will include:

- Sponsor ID exposure within CCC on Room Signage Boards / Plasma Screen TVs and directional signage;
- Sponsor ID on printed floor plan maps and downloadable online materials;
- Sponsor ID on website.

The value ranges for each opportunity are provided in table 5.7.1 below.

5.7 Value Ranges

Table 5.7.1 presents a summary of the value ranges and proposed term for the Naming Rights opportunities identified for the Colorado Convention Center.

Table 5.7.1 – Colorado Convention Center Value Ranges

Colorado Convention Center	Value Range	Value Range	
Other Opportunities	Floor	Ceiling	Term (Yrs)
Naming Rights - Mile High Ballroom	\$150,000	\$200,000	10
Naming Rights - Four Seasons Ballroom	\$95,000	\$120,000	10
Naming Rights - Lobby	\$50,000	\$80,000	10
Naming Rights - 5 Meeting Rooms	\$75,000	\$100,000	10
Total	\$370,000	\$500,000	

In addition to Naming Rights of the Colorado Convention Center, The Superlative Group will also consider Naming Rights of the Mile High Ballroom, the Lobby area and the current five meeting rooms. The proposed value ranges for each opportunity are provided in the table above.

6 Denver Performing Arts Complex

6.1 Introduction

Music, theatre and dance are an essential part of Denver's cultural landscape, and the Denver Performing Arts Complex (DPAC) provides the focal point for the City's performance and cultural institutions. The first-class facilities at the DPAC help to support and promote the constant evolution of performing arts in Denver.

Construction began on a four-square-block area in downtown Denver in December 1974, which was to be transformed into a comprehensive performing arts complex. The centerpiece of that facility was the much-anticipated Boettcher Concert Hall, which opened to the public in March 1978. The building was customized for Colorado and modeled after the exceptional Berlin Philharmonic in Germany.

The complex also included the historic Auditorium Theatre (now the Quigg Newton Denver Municipal Auditorium / Ellie Caulkins Opera House), a multi-theatre building (now the Helen Bonfils Theatre Complex), and a new parking facility joined together by an elevated walkway underneath a glass arch called the Galleria. The facility continued to grow as the Temple Hoyne Buell Theatre opened its doors in 1991, followed by the addition of the Seawell Grand Ballroom. This multi-venue site serves as Denver's premier destination for performances ranging from symphonies to touring Broadway shows.

6.2 Site overview

The DPAC is the largest performing arts complex under one roof, and the second-largest center of its kind in terms of number of venues and seating capacity⁷. Connected by an 80-foot-tall glass roof, DPAC houses ten performance spaces with over 10,000 seats on its four-block, 12-acre site. The Denver Performing Arts Complex is home to an award-winning repertory theatre company, Broadway touring productions, contemporary dance and ballet, magnificent chorales, a major symphony orchestra and an internationally-acclaimed opera.

The City and County of Denver's Arts & Venues division (DAV) owns and operates the three largest theatres in DPAC:

- **The Ellie Caulkins Opera House:** known as "the Ellie," this opera house is the main venue inside of the historic Quigg Newton Denver Municipal Auditorium. Seating capacity is 2,225.
- **The Boettcher Concert Hall:** offers a unique audience environment with 80% of the seats within 65 feet (20 m) of the stage. Seating capacity is 2,679.
- **The Temple Hoyne Buell Theatre:** is designed for amplified musicals, dramatic plays and comedy acts. Seating capacity is 2,884

DPAC is also home to the cabaret-style Garner Galleria Theatre, the Conservatory Theatre and the Helen Bonfils Theatre Complex - including the Stage, Space, Ricketson and Jones Theatres, and the Seawell Grand Ballroom. All venues are managed and booked by The Denver Center for the Performing Arts.

The DPAC regularly hosts Colorado Ballet, the Colorado Symphony Orchestra, Opera Colorado and The Denver Center for the Performing Arts' theatrical divisions - Denver Center Attractions, the Denver Center Theatre Company and the National Theatre Conservatory.

⁷ The Lincoln Center for the Performing Arts is the largest, a 16.3-acre (6.6-hectare) complex of buildings in the Lincoln Square neighborhood of Manhattan in New York City.

The force behind creating the DPAC was driven by the desire to construct a home for the nationally recognized Denver Symphony Orchestra. Designed with the charge of serving a world-class symphony, Boettcher Concert Hall was the first 360-degree concert hall in-the-round in the United States. With the passage of the City of Denver's 2007 "Better Denver" bond initiative, which provides public funding to support City assets and infrastructure, Boettcher Concert Hall – now home to the Colorado Symphony Orchestra - will receive a critical renovation in coming years. The creation of a new symphony center will revitalize the Speer Boulevard "face" of the performing arts complex, and continue the development of an essential component in Denver's cultural landscape⁸.

6.3 Images & renderings

Figure 6.3.1 shows the view of the DPAC from Speer Boulevard.

Figure 6.3.1



Figure 6.3.2 shows the DPAC approach from 14th Street.

Figure 6.3.2



⁸ <http://artscomplex.com/Default.aspx?TabId=60>

Figure 6.3.3 shows examples of information boards and galleria banners.

Figure 6.3.3



Figure 6.3.4 shows examples of DPAC Fixed Street Signage (top right) and vehicular directional signage (middle foreground)

Figure 6.3.4



6.4 Commercial Opportunities

DPAC Naming Rights

Table 6.4.1 provides an overview of the Naming Rights Valuation of Denver Performing Arts Complex.

Table 6.4.1

Sponsor Signage Exposure	Impressions	Annual Benefit
Sponsor ID on DPAC Fixed Street Signage	9,362,250	\$88,941
Sponsor ID on External Electronic Signage	18,900,540	\$77,492
Sponsor ID on Directional Signs within the DPAC	5,227,095	\$32,669
Sponsor ID on Box Office Signs	9,353,749	\$60,799
Sponsor ID on Building & Galleria Banners	9,353,749	\$42,092
Sponsor ID on Vehicular Directional Signage	11,600,766	\$40,603
Sponsor ID on Parking Signs	3,741,499	\$13,095
Total	67,539,647	\$355,692
Other Media Impressions	Impressions	Annual Benefit
Sponsor ID on TV, Radio & Printed Materials	1,035,835	\$29,003
Sponsor ID on Tickets & Brochures	794,750	\$13,511
Sponsor ID on All Online Media Sources	1,131,588	\$5,658
Sponsor ID on Staff Uniforms	2,751,103	\$6,878
Total	5,713,276	\$55,050
TOTAL	73,252,923	\$410,742

The Naming Rights valuation includes the following assumptions:

- i. DPAC fixed street signage on the building façade will be updated to state the name of the Sponsor ID. This will benefit from traffic impressions on 14th Street and SB on Curtis and 14th and Araphoe and NB on Speer;
- ii. Sponsor ID to appear on existing digital marquee packages. The Sponsor ID will be included in loops on each screen at the following locations;
 - NB Speer @ Araphoe
 - SB Speer @ Araphoe
 - Araphoe @ 14th St.
 - 14th St. @ Araphoe
 - Corner of 14th St. & Curtis
- iii. Sponsor ID will be included on internal directional signs and information boards within the DPAC;
- iv. Sponsor ID will be included on six Box Office signs;
- v. Sponsor ID on banners hanging from the atrium ceiling (6' x 20');
- vi. Sponsor name on directional signage;
- vii. Sponsor ID on parking garage signs.
- viii. Sponsor ID will be included on all:
 - TV, Radio & Printed Materials;
 - Tickets and online; and
 - Other exposure options such as staff uniforms

Galleria Naming Rights

In addition to Naming Rights of the DPAC, there is the opportunity to name the Galleria as a separate sponsored / named asset. The proposed valuation for this opportunity is \$250,000 to \$300,000 per annum on a minimum five year term.

Amphitheatre Naming Rights

Work has been undertaken to investigate the feasibility of rehabilitating the Sculpture Park at the DPAC to improve the needs of users as a public park and outdoor event space. The project seeks to improve the Park for daily and event use while preserving the important defining features that are in place today. The primary use (highest number of users) of the Park is for events sponsored by Arts and Venues that are typically arts and performance related. It is the desire of Arts and Venues to establish a permanent stage on the site and increase the ability to use the site for events that use temporary stages and tents. The vision for this work is a park plan that balances daily park use by downtown residents and visitors with special event uses that help to define the downtown and performing arts community.

Figure 6.4.1 provides a rendering of the proposed amphitheatre and public park space

Figure 6.4.1



It is expected that the park will include the following features:

- Permanent covered stage (60' wide x 50' deep);
- Temporary seating space (plaza) for above;
- Space and access for 2-3 additional mobile/temporary stages;
- Space for multiple vendor tents (10'x10');
- Access to the south stairs of the DPAC leading to Galleria;
- Connections to Champa Street and Colorado Convention Center;
- Connections to Champa/Speer and Arapahoe/Speer corners and Auraria;
- Visual and pedestrian connection to 'Dancers' sculpture (artist-Jonathan Borofsky);
- Improve setting for 'Dancers' to improve visitor viewing and interaction;
- Increase 'usable' park space;
- Improve visibility of park space;
- Provide 'quiet' park/garden space;
- Address interface with historic Speer Boulevard;
- Improve/provide storm water features on the site;
- Maintain and build on existing character of landscape and site improvements.

Table 6.4.2 provides an overview of the Naming Rights Valuation of the new Amphitheatre.

Table 6.4.2

DPAC Amphitheatre	Impressions	Annual Benefit
Signage Exposure on Amphitheatre Marquees	9,139,894	\$59,409
Sponsor ID on Theatre Stage	11,520,000	\$86,400
Sponsor ID on Directional Signage	6,420,479	\$35,313
Sponsor ID on Published Schedules	840,000	\$10,080
Sponsor ID on Event Flyers	1,260,000	\$12,600
Sponsor ID on Employee Uniforms	250,000	\$1,875
Sponsor ID on Website & Downloadable Materials	943,500	\$4,718
Total	30,373,873	\$210,394

The Naming Rights valuation includes the following assumptions:

- i. Signage exposure on two signage marquees (20' x 6');
- ii. Sponsor Signage will be included on amphitheatre stage;
- iii. Sponsor ID will be included on internal directional signs and information boards within the Sculpture Park;
- iv. Sponsor name on directional signage to the Amphitheatre;
- v. Sponsor ID will be included on all:
 - Event Flyers & Printed Materials;
 - Tickets and online;
 - Other exposure options such as staff uniforms.

Subject to further information on the final design, The Superlative Group's proposed value range for Naming Rights of the Amphitheatre is \$200,000 to \$250,000 per annum. We propose that this opportunity should be sold to target entities for a term of 10 years.

6.5 Value Ranges

Calculation of sponsorship benefits associated with DPAC Naming Rights indicates a proposed valuation of approximately \$350,000 per annum. The Superlative Group proposes a value range of \$400,000 to \$475,000 for a 20 year contract period. We will open negotiations with target entities at the upper level of this range.

In addition to Naming Rights of the DPAC, there is the opportunity to name the Galleria as a separate sponsored / named asset. The proposed valuation for this opportunity is \$250,000 to \$300,000 per annum on a minimum five year term.

Our proposed value range for Naming Rights of the outdoor amphitheatre is \$200,000 to \$250,000 per annum over a 10 year term.

7 Red Rocks Amphitheatre & Visitor Center

7.1 Introduction

Red Rocks Amphitheatre is a premier music and entertainment venue, located 10 miles west of Denver. The amphitheatre provides seating for up to 9,450 people and is owned and operated by the City and County of Denver and is located in Red Rocks Park, part of the Denver Mountain Parks system.

7.2 Site overview

The venue hosts 700,000 attendees and 1,000,000 additional visitors annually. In addition to the amphitheatre, Red Rocks Park includes over 868 acres of deer, dinosaurs, pines and prairie, geological wonders and spectacular vistas. At 6,450 feet above sea level, Red Rocks Park is a unique transitional zone where the Great Plains meet the Rocky Mountains. The diverse environment allows visitors to see plants, birds and animals of both regions. Red Rocks Amphitheatre is the only naturally-occurring, acoustically perfect amphitheatre in the world. From Sting and The Beatles, to opera stars and U2, the stage enjoys a unique mixture of musical acts from around the world.

Statistics

Date Opened: June 15, 1941

Amphitheatre Seating Capacity: 9,450

Elevation: 6,450 ft.

Red Rocks Mountain Park size: 640 acres

Current Sponsorship Categories

Table 7.2.1 provides an overview of current sponsorship categories and sponsors. Please refer to table 2.3.1 for further information on the contract term, annual fee and other DAV sponsorship agreements.

Table 7.2.1

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	Red Bull
• Energy Provider	Xcel Energy
• Health Care Provider	HealthONE [currently in renewal process]
• Spirits/Liquor	Beam Global Brands
• Spirits/Wine	Treasury Wine Estates

The Superlative Group has carried out initial Contract analysis of the sponsorship benefits included in each agreement.

7.3 Images & renderings

Figure 7.3.1 shows a view of the Amphitheatre during performance.

Figure 7.3.1



Figures 7.3.2 to 7.3.4 show auto category promotions at Red Rocks Amphitheatre.

Figure 7.3.2



Figure 7.3.3



Figure 7.3.4



7.4 Commercial Opportunities

The Superlative Group's review of existing sponsorship contracts indicates that Red Rocks Amphitheatre currently has a considerable number of agreements, ranging from exclusive soft drinks and alcoholic agreements, to food, airline, health and auto categories. The Superlative Group's proposal for Red Rocks Amphitheatre is to build on annual value and term of existing agreements and instigate additional opportunities, through consideration of Naming Rights and further sponsor integration on the Red Rocks website and mobile applications.

On-site Signage Opportunities

On-site signage could be used to increase sponsor exposure at Red Rocks Amphitheatre. Many of these opportunities would work well with an automotive / parking or airline sponsorship packages. As The Superlative Group prepares for renewal of the automotive and airline agreements, we intend to generate further revenue from increased utilization of the following on-site opportunities:

- Inclusion of Sponsor ID on way finding signage;
- Sponsor ID on banners on approach to amphitheatre & parking areas;
- Sponsor ID on entrance signage;
- Vehicle display in parking areas / plaza on event nights;
- Video monitors / signage around big screen within the amphitheatre.

Other on-site opportunities

Review of the sponsorship rights and benefits included in the existing soft drinks, beer, wine, spirits, airline and health agreements indicates that on-site signage opportunities are well utilized. Although increased revenue generation from on-site opportunities would be beneficial, care must be taken that these do not have a detrimental impact on existing exclusive sponsorship agreements.

The Superlative Group would like to discuss the following Naming Rights and other sponsorship opportunities with DAV:

- Naming Rights of the Red Rocks Amphitheatre stage;
- Naming Rights of the Red Rocks Plaza Area;
- Exclusive sponsorship of VIP functions / area;
- Naming Rights of Red Rocks dressing rooms;
- Experiential Activities;
- Colorado Music Hall of Fame;
- Parking Lot Sponsorships (will require Parks & Recs approval)

Media & Other Opportunities

The Superlative Group considers online and other media sources to be an opportunity for increased sponsorship revenue. The exposure potential from these sources should be used to generate additional revenue from existing partnerships during renewal negotiations.

- Creation of a concert season ticket;
- Increased utilization of Visitor Center Room Loop;
- Further use of Permanent Header on Red Rocks e-mail blasts;
- Concert Page Banner Adverts;
- Sponsor ID on Tickets & Brochures;
- Sponsor ID on Social Media Sources;
- Sponsor ID Trading Post and Box Office.

The revenue potential from these opportunities is provided in table.

7.5 Value Ranges

Proposed values for the opportunities identified for Red Rocks Amphitheatre are summarized below.

Table 7.5.1

Onsite Signage Impressions	Impressions	Annual Benefit
Sponsor Name on Wayfinding Signage	21,970,000	\$54,925
Banners on Approach to Amphitheatre & Parking Areas	11,900,660	\$47,603
Entrance Signage	2,975,165	\$35,702
Vehicle Display	2,422,500	\$24,225
Video Monitors / Signage Around Stage Screen	5,950,330	\$50,578
Total	45,218,654	\$213,032

Other On-Site Opportunities	Impressions	Annual Benefit
Stage Naming Opportunity	10,015,217	\$115,175
Plaza Naming Opportunity	5,932,653	\$59,327
VIP / Functions Area	7,423,333	\$55,675
Sponsorship of Dressing Rooms (Experiential Activities)	7,846,154	\$51,000
Colorado Music Hall of Fame	7,846,154	\$39,231
Parking Lot Sponsorship / Naming	9,272,727	\$52,391
Total	48,336,239	\$372,798

Other Media Impressions	Impressions	Annual Benefit
Concert Season Ticket Revenue	N/A	\$25,000
Visitor Center Room Loop	2,380,000	\$36,890
Permanent Header on Red Rocks e-mail blasts	3,570,000	\$17,850
Concert Page Banner Advert	2,612,280	\$13,061
Sponsor ID on Tickets & Brochures	1,190,000	\$14,280
Sponsor ID on Social Media Sources (incl Trading Post)	1,020,000	\$15,300
Box Office	2,625,146	\$22,314
Total	13,397,425	\$144,695

The Superlative Group would like to discuss these opportunities with DAV. On the basis of our current assumptions, The Superlative Group proposes that between \$500,000 and \$750,000 of additional revenues could be generated from sponsorships and Naming Rights.

8 Denver Coliseum

8.1 Introduction

For 60 years, the Denver Coliseum has provided Colorado with a variety of entertainment and special events. The Coliseum is home to a wide variety of family events including ice skating, truck and auto shows, cheerleading competitions, Native American pow-wows and more. The Coliseum celebrated its 60th Anniversary in 2012 and is proud to continue hosting entertainment and special events for the Denver community. The Denver Coliseum is owned and operated by DAV.

8.2 Site overview

At a cost of \$3 million, the Coliseum was built by the City of Denver to allow the expansion of the rapidly growing National Western Stock Show. Ground was broken on September 16, 1949 on the building that would soon occupy 122,400 square feet.

Huge reinforced concrete arches span the Coliseum at a height of approximately 90 feet. The arena is approximately 130' wide and 230' long. Installed in the concrete floor is a cooling system that can transform the arena into an ice-rink (86'x218') in a matter of hours.

Figure 8.2.1 shows the location of the Denver Coliseum, by I-70 and provides an overview of signage locations.

Figure 8.2.1

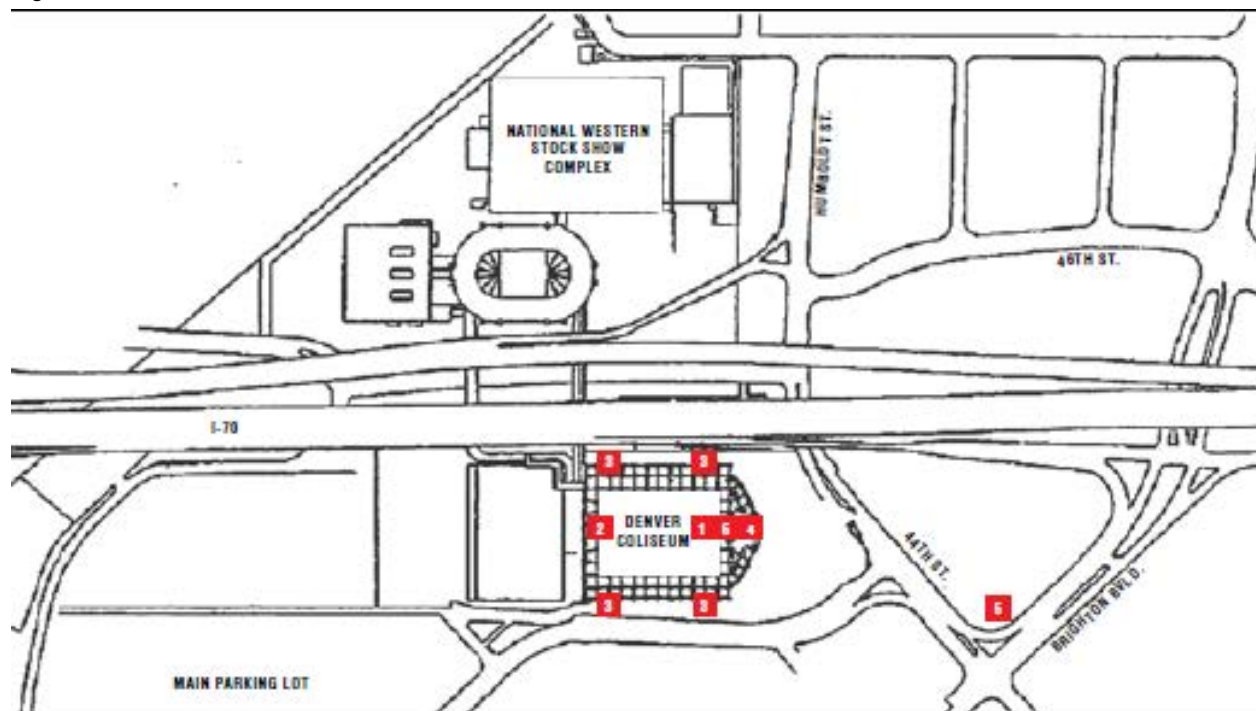


Table 8.2.1

Sign Type	Quantity	Description
East Side Sign Display	1	Internally illuminated letterforms on support track. Full color Electronic Message Center display, by Others.
West Side Sign Display	1	Internally illuminated letterforms on support track. Full color Electronic Message Center display, by Others.
Entry I.D.	4	Panel signs with first surface vinyl/paint graphics.
Facility I.D.	1	Cut-out letterforms attached to horizontal metal sign band. Non-illuminated
Freestanding Monument	1	Cabinet construction monument with heavy stucco texture finish. Internally illuminated acrylic face letters, both sides. Full color EMC display, both sides, by others.
Primary Changeable Banner Program	1	Attachment system for banners added to building on East face. All new banners will work within new system.

These signage locations are reflected in the valuation provided in Section 8.5.

8.3 Images & renderings

Figure 8.3.1 shows signage renderings from the East.

Figure 8.3.1



Figure 8.3.2 shows the Denver Coliseum Sign from I-70, travelling East.

Figure 8.3.2



8.4 Commercial Opportunities

The Superlative Group would like to consider Naming Rights of the Denver Coliseum. The potential sponsorship opportunities for this opportunity are summarized below.

On-site Signage

With its proximity to I-70 and visibility from the Highway, the Coliseum has a number of potentially lucrative signage opportunities which could be included in a Naming Rights partnership. These are summarized below. Please refer to table 8.5.1 for proposed valuation of these opportunities.

- External signage on front / back of building;
- Signage at Box office signage & concession areas;
- Concourse signage;
- Banners inside the arena;
- Parking lot banners;
- Branded press box;

Other Media Impressions

Other media opportunities are summarized below:

- Sponsor ID on printed materials;
- Sponsor ID on tickets & brochures;
- Sponsor ID on web banners & other media sources;
- Sponsor ID on staff uniforms.

8.5 Value Ranges

Value ranges for the Denver Coliseum are summarized in the table below.

Table 8.5.1

Sponsor Signage Exposure	Impressions	Annual Benefit
External Signage at Front / Rear of Building	38,025,000	\$95,063
Signage at Facility Entry Points	4,282,054	\$36,397
Signage at Box Office & Concession Areas	5,138,464	\$43,677
Concourse Signage	4,282,054	\$36,397
Banners Inside the Arena	8,564,107	\$59,949
Parking Lot Banners	3,425,643	\$25,692
Seating Bowl Sponsor	5,138,464	\$38,538
Total	68,855,785	\$335,714
Other Media Impressions	Impressions	Annual Benefit
Sponsor ID on TV, Radio & Printed Materials	971,094	\$24,277
Sponsor ID on Tickets & Brochures	2,015,084	\$30,226
Sponsor ID on All Online Media Sources	226,986	\$1,135
Sponsor ID on Staff Uniforms	755,657	\$3,778
Total	3,968,821	\$59,417
TOTAL	72,824,606	\$395,131

The Superlative Group proposes a value range of \$350,000 to \$450,000 per annum on a 5 year term.

9 Denver Public Library

9.1 Introduction

The Denver Public Library was established in June 1889 by City Librarian John Cotton Dana in a wing of Denver High School. In 1910, the library acquired a building of its own, called the Central Library, a Greek revival design funded by philanthropist Andrew Carnegie that was located in Civic Center Park in downtown. Between 1913 and 1920, Carnegie also underwrote construction of the first eight branches of the city library. The city subsequently commissioned a new structure, located on Broadway and 14th Street and built by the firm of Fisher & Fisher/Burnham Hoyt. Burnham Hoyt is the identified architect of the north wing of the central Denver public library, built in 1955.

In 1990, Denver approved a \$91.6 million bond issue to add to the Fisher and Fisher/Burnham Hoyt building. The 540,000-square-foot (50,000 m²) structure was designed by architect Michael Graves and the Denver firm of Klipp Colussy Jenks DuBois, and is located beside the Denver Art Museum. The building at 1357 Broadway was listed on the National Register of Historic Places 1990, as Denver Public Library. A list of branches is provided in Appendix E.

DPL Statistics

The following table provides an overview of some DPL statistics.

	2011	2012	2013
Denver Public Library Facilities	Central Library, 24 Branches 2 Bookmobiles	Central Library, 24 Branches 2 Bookmobiles	Central Library, 24 Branches 2 Bookmobiles
Authorized Full Time Equivalent Staff (FTE)	410	447	550 (approx.)
Visits	3,493,694	3,826,078	4,371,420
Visits per Capita	5.63	6.09	6.73
Online Visits	8,335,531	9,740,602	10,813,807
Online Visits per Capita	13.42	15.51	16.65
% of Denver Population with Library Cards	53%	41%	42%
Programs & Classes Offered	14,422	14,387	19,566
Program Attendance	285,963	299,649	349,300
Wireless Computer Usage – by client connections	1,571,486	2,416,727	3,144,133
Community Technology Center class attendance	2,779	5,573	6,745
Active donors to the Library	2,909	3,328	2,904
Dollar value of In-Kind Gifts	\$918,122	\$1,006,502	\$821,522
Summer of Reading participants	39,903	36,009	41,263
Programs for Children and Teens	10,399	9,649	12,498
Children and teen programs number / attendance	10,399 / 236,632	9,649 / 242,202	274,429
Read Aloud classes/students reached per week	257 / 4,369	237 / 4,029	244 / 4,550
# BizBoost sessions	313	350	438
Community Learning Plaza/English Classes	11,450	11,799	14,412

http://denverlibrary.org/files/2012_Year_Review.pdf

In 2012, DPL benefitted from approximately \$100,000 of in-kind media from Telemundo, Denver Post, Colorado Parent, El Semanario and Jazz Kuvo.

Recent gifts include \$40,000 gift from Target for Summer of Reading, \$8,000 from Peyton Mamings Foundation for pre-school Read With Me Program and a \$30,000 gift from the King family for the STEM program.

9.2 Images & renderings

Figure 9.2.1 shows the foyer of the Denver Public Library interior.

Figure 9.2.1



9.3 Commercial Opportunities

The Superlative Group proposes three main opportunities to generate additional revenues at DPL:

- i. Sponsorship Opportunities;
- ii. Marketable Programs; and
- iii. Other benefits.

These are outlined in the following sections.

9.3.1 Sponsorship Opportunities

The following interior signage opportunities have been identified. Please note that in line with DPL regulations, signs may not include logos.

- Basement Conference Center at Central Library
- Fresh City Life Lounge at Central Library (Extension of Whole Foods Agreement)
- ideaLAB - Digital Creation Studio sponsorship
- Art Galleries & Exhibits at Central Library (5th Floor)
- Western History & Genealogy at Central Library (5th Floor)
- Commission Room at Central Library (7th Floor)
- African American research library & programming at Blair-Caldwell Branch
- Coffee / refreshment sponsor for kiosks & vending
- Union Station / RTD kiosk
- Printing & Technology centers

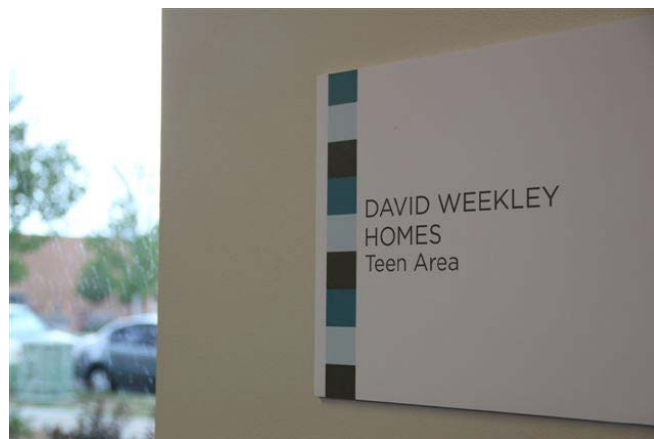
Example signage

The following images show some example signage at DPL locations.

Figure 9.3.1 – Room Naming



Figure 9.3.2 – Temporary Signage



- Naming Rights of the “King Family Atrium” were awarded in return for a \$50,000 gift for programming. The naming agreement is in perpetuity.
- The temporary signage example is at the Sam Gary Branch (SGB). The sign is 10” x 12” for a \$7,500 gift and is contracted for 10 years.

The following table provides an overview of locations where signage / room naming opportunities should be considered.

Table 9.3.1

Opportunity	Revenue Target (Annual)	
	Floor	Ceiling
Rodolfo "Corky" Gonzales Branch Library	\$35,000	\$45,000
Sam Gary Branch Library	\$25,000	\$30,000
Central Library - Fresh City Life & ideaLAB Areas	\$15,000	\$20,000
Central Library - Conference Center	\$10,000	\$15,000
Central Library - Art Gallery & Exhibits	\$7,500	\$15,000
Central Library - Western History	\$7,500	\$15,000
Central Library - Commission Room	\$10,000	\$10,000
Blair Caldwell - African Research Library	\$10,000	\$15,000
Selected Branches - Meeting Rooms	\$10,000	\$20,000
Coffee Opportunity	\$10,000	\$20,000
Printing, Technology & Union Station Kiosk	\$15,000	\$20,000
TOTAL	\$155,000	\$225,000

Signage revenues could generate between \$155,000 and \$225,000 per annum across targeted DPL locations.

9.3.2 DPL Programs

The following programs have been identified for specific sponsorship opportunities.

Community Technology Center (CTC), Central Library, 4th floor

The CTC program provides free technology classes, including one-on-one appointments which assist with job-seeking, interview-coaching, gadget advice, basic computer lessons. IdeaLAB provides a digital media lab for teens at the Central Library where teens use DPL equipment and software to make videos, games, music, art, and more. The lab is free to any teenagers ages 12 to 19.

Recognition Opportunities in the CTC:

- Naming – Large classroom, small classroom, general computing area, study rooms, ideaLAB, media viewing lounge (see interior signage information above);
- Logo on printed and online calendars;
- Volunteer opportunities;
- Opportunities to provide programming in collaboration with Library staff.

Children's Programming

Read Aloud, headquartered at the Central Library – a program that sends weekly volunteer readers into 270 Denver preschools in at-risk neighborhoods. An expansion is planned to cover Denver's far northeast area (near DIA)

- Recognition opportunities include logo on webpage and printed volunteer newsletters, logo on Read Aloud backpacks, volunteer opportunities, recognition on DPL and DPLFF websites

Summer of Reading, all Library locations - annual program that rewards kids for their summer reading with prizes and other incentives. More than 40,000 kids participate each year.

- Recognition opportunities include Naming (community rooms or children's areas – *see interior signage information above*), logo on printed collateral and program webpages, logo signage at select locations and outreach events during program, volunteer opportunities

Storytimes/Book Babies, All Library locations – free literacy experiences for children and their caregivers. Library locations offer storytimes for children at various stages of development – *Book Babies* for the very youngest customers, Tales for Twos for older toddlers and Preschool Storytimes. All ages storytimes are fun for younger school-aged children.

- Recognition opportunities include Naming (community rooms or children's areas – *see interior signage information above*), logo on printed and online calendars, logo signage at select locations during storytimes

STEM programming – pilot program at Sam Gary, plans to expand to other locations programming focused on Science, Technology, Engineering and Math for small groups of first through fifth graders

- Recognition opportunities include Naming (community rooms or children's areas – *see interior signage information above*), logo on printed and online calendars, logo signage at location during programs

Fresh City Life, Central Library, 1st floor

The Fresh City Life program provides free cultural programming for adults including cooking demonstrations, live performances (music, theatre, dance), craft classes and author visits.

Recognition Opportunities include:

- Naming – Fresh City Life Lounge;
- Logo on printed and online calendars;
- Logo on webpage, mention on blog, promotion on social media;
- Volunteer opportunities;
- Opportunities to provide programming in collaboration with Library staff.

BizBoost, Central Library, 3rd Floor

The BizBoost program provides one-on-one business research for entrepreneurs creating a plan to start or expand a business.

Recognition Opportunities include:

- Naming – Study/appointment rooms in Reference area (see naming information above);
- Logo on printed calendars;
- Opportunities to provide programming in collaboration with Library staff.

Quarterly Business Leaders Breakfast, Central Library (occasionally at a branch)

The City Librarian invites business leaders in the Denver Metro area to join her quarterly for breakfast and a short program about library services that are relevant to professionals and their employees/co-workers.

Recognition opportunities include:

- Recognition on the invitation (mailing list of 950);
- Logo signage at the breakfast;
- Opportunity to introduce speakers.

DPL Connect, HQ at Central Library

DPL Connect is a mobile library and hotspot staffed by a Librarian on a custom-designed large tricycle. The Librarian is equipped with a mobile Wi-Fi hotspot and can help customers at outdoor locations throughout the city connect to the online services and check-out the books onboard that day. DPL currently have one Connect and are willing to create more if the fabrication, design and staffing were sponsored in full.

Recognition opportunities:

- Logo on trike wrap and uniform vest;
- Logo on trike giveaways (water bottles and flash drives);
- Cross-promotion on Facebook and Twitter;
- Opportunity to accompany the trike for customer outreach (subject to approval).

Reading Rockets – the two Denver Public Library Reading Rocket bookmobiles are currently under exclusive sponsorship with Janus Capital Group until 2016.

Revenue Potential

The following table shows revenue targets for sponsorships of priority marketable programs.

Table 9.3.2

DPL Programs	Revenue Target (Annual)	
	Floor	Ceiling
Community Technology Center (CTC)	\$10,000	\$20,000
Children's Programming	\$40,000	\$60,000
Fresh City Life	\$20,000	\$25,000
Bizboost	\$15,000	\$20,000
Quarterly Business Leaders Breakfast	\$20,000	\$25,000
DPL Connect	\$20,000	\$25,000
TOTAL	\$125,000	\$175,000

9.3.3 Other Category Opportunities

The Superlative Group believes that a free Wi-Fi partnership at all DPL branches could generate considerable revenue and provide a service which would further increase annual visits. Partnerships to improve facilities at selected locations (e.g. coffee chain) would further increase the pull of DPL locations

Other general recognition benefits

Depending on level of support, recognition benefits could include:

- Cross-promotion on DPL Facebook page
- Features at a quarterly Business Leaders Breakfast
- Mention in appropriate DPL e-newsletters:
- Private behind-the-scenes tours of the Denver Central Library
- One-time use of the Commission Room at the Denver Central Library which houses the Summit of Eight table from the 1997 Summit (subject to availability and approval)
- One-time use of the Vida Ellison Gallery at the Denver Central Library (subject to availability and approval)
- One-time use of a classroom in the Community Technology Center (subject to availability and approval)
- Training session in online marketing databases and other business research tools with DPL's Business Reference Librarian (your location or Denver Central Library)
- Complimentary tickets to DPL Friends Foundation special events
- Onsite or online outreach to customers will be considered on a case-by-case basis

The estimated revenue potential from these opportunities is \$85,000 to \$120,000 per annum.

9.4 Value Range

Table 9.4.1 provides an overview of the value ranges for DPL sponsorship opportunities.

Table 9.4.1

DPL Summary	Value Range	
	Floor	Ceiling
Signage Opportunities	\$155,000	\$225,000
DPL Programs	\$125,000	\$175,000
Other Benefits	\$85,000	\$100,000
TOTAL	\$365,000	\$500,000

The Superlative Group proposes a revenue potential from DPL venues of \$365,000 to \$500,000 per annum.

10 McNichols Civic Center Building

10.1 Introduction

The McNichols Civic Center Building is located at the northwest corner of Civic Center Park, at the intersection of Colfax and Bannock. In 1909, the cornerstone of the McNichols Building was laid. It set the foundation for the then Carnegie Library that would become a center of learning in Civic Center Park. Following investment of foundation monies, the building was reopened in 2012 as a contemporary hub for arts and culture for the people of Denver. This stunning Greek Revival building with its classic Corinthian columns and iconic colonnade across its front, offers new experiences in a classic space.

The McNichols Civic Center Building now provides a cultural center and gathering place which offers cultural programming and event space to residents, visitors and the creative community. Programming at the McNichols Building ranges from events and exhibitions that can showcase design, fashion, film, visual artists, as well as music and dance performances, seminars, workshops, lectures.

Denver's creative sector contributes greatly to Denver's quality of life and economy by providing unique experiences and engaging diverse audiences.

10.2 Images & renderings

Figure 10.3.1 shows the building exterior in Civic Center Park. Figure 10.3.2 shows the main exhibit space inside the building.

Figure 10.3.1



Figure 10.3.2



Figure 4.3.3



Figure 4.3.4



10.3 Sponsorship Opportunities

The Superlative Group would like to discuss the following sponsorship opportunities with DAV:

- Exclusive sponsorship of exhibits;
- Sponsorship of events & programming;
- Sponsorship of the Grand Staircase;
- Sponsorship of the Rear Garden;
- Retail Potential – coffee shop and beer garden;
- Wi-Fi partnership.

Exposure benefits on dedicated website, downloadable event schedules, leaflets and brochures.

Sponsorship of exhibits

Through their support of the McNichols Civic Center Building, sponsors will seek to:

- Connect people and inspire creativity
- Reach a broad national and international audience
- Promote understanding and enjoyment of art to a wide reaching audience
- Engage with clients through exclusive entertaining
- Engage employees in their arts and culture program

Benefits could include exposure on the dedicated website (<http://mcnicholsbuilding.com>), downloadable event schedules, leaflets and brochures. In addition to the public activity, a program of public events for Sponsor employees could be created, including private views, workplace talks, evening receptions, family days and workshops.

Events & Programming

A key objective at McNichols Civic Theatre is to raise the profile of the venue on Denver's cultural landscape.

- Weekly events such as the local food and jazz lunchtimes could be sponsored. Local business people welcomed to the McNichols Civic Center Building to enjoy the building's art exhibits, make use of its free Wi-Fi and eat lunch. Food trucks featuring local cuisine are parked adjacent to the building each week for people looking to grab lunch on site.
- Evening events such as art house movie night, offering gourmet pizza, craft beer and wine would increase regular traffic to the venue.
- The Center should also be a key part of the Five Points Jazz Festival during May.

The Superlative Group understands that the McNichols Civic Center provides free Wi-Fi. We would like to investigate a sponsored free Wi-Fi arrangement with this venue and DPL locations.

10.4 Value Ranges

The Superlative Group proposes revenue potential of \$75,000 to \$100,000 per annum.

11 Department of Public Works

11.1 Overview of Divisions

This section provides a brief overview of each division of the Department of Public Works (DPW). The prioritized DPW sponsorship opportunities are outlined in Section 11.2.

Capital Projects Management

Capital Projects Management is responsible for management of the design and construction of various city projects. These include a wide variety of developments from streets, bridges and streetscape improvement projects to annual Parks and Recreation projects.

- The **Design Section** of Capital Projects Management bids approximately 70 construction projects each year, which includes the preparation of plans, specifications and cost estimates for bidding, as well as the preparation and administration of contract documents for construction. Capital Projects Management also manages many consultant agreements for professional services, which are typically obtained through an RFQ/RFP process.
- The **Construction Section** of Capital Projects Management provides construction administration and supervision, field engineering and layout, inspection, quality control field and lab testing, and issues right-of-way construction permits.

District Management

There are currently 145 Special Districts within the City and County of Denver, ranging from City Charter districts to State Statute districts. An overview of the office responsibilities is provided below:

- Serve as the City representative in all new district formations
- Act as liaison for the City with all currently formed special districts.
- Coordinate the ongoing activities with all currently formed special districts.
- Represent City interests in District financing.
- Implement the Gateway Area Impact Fee Ordinance.
- Participate in planning pre-application meetings for properties in the Gateway and other districts.
- Lead the negotiation process for subsequent proposed Intergovernmental Agreements in the Gateway Area, Stapleton and other district areas.
- Monitor the Gateway District System Development Fees. Report payments to the District and distribute fees according to the Regional Facilities Agreement.

Public Works Engineering Division

The goal of Public Works Engineering Division is to ensure that infrastructure in Denver is constructed to the highest standards.

- **Capital Project Management** is responsible for the design and construction management of streets, alleys, bridges, viaducts, storm and sanitary sewers, and streetscape improvement projects, as well as annual programs which include concrete curb and gutter, curb ramps, chipseal, pavement marking, various concrete street and alley projects and on-call sewer work.
- **Right of Way Services** provides comprehensive engineering plan review, professional land survey expertise, as well as inspection and material testing in the right-of-way.
- **Traffic Engineering Services** develops, reviews, evaluates, implements, and supports the design of transportation system improvements. The section collaborates and supports other agencies to provide and implement mobility modifications and improvements.

Denver Public Works Finance and Administration

Finance and administration provides financial, accounting, purchasing, information technology, personnel, and payroll services for the General Fund and Internal Service Fund operating divisions of the Public Works Department.

An overview of the main Finance and Administration responsibilities is provided below:

- **Accounts Receivable** - responsible for billing customers for a wide variety of permits, code violations and placing liens on properties not in compliance. Accounts receivable prepare deposits for over \$850,000 a year;
- **Accounts Payable** - process over 8,500 vouchers totaling over \$40,000,000 yearly. These vouchers are processed quickly and accurately;
- **Computer Services** - provide upkeep and maintenance of hardware & software, process hardware & software upgrades, software evaluations and recommendations, network stability, network backups, PC configurations and installations and software/hardware purchases.

Public Works Fleet Management

Fleet Management is responsible for the maintenance, repair, specification, rental, and retirement of more than 1,900 vehicles and pieces of equipment. The agency also supplies fuel for the entire City fleet. The goal is to provide the highest quality service at a reasonable cost, while ensuring safety and reliability. The agency's performance has received national recognition:

- Named **#2 Fleet in North America** in 2009 by the 100 Best Fleets organization
- Named **#9 Green Fleet in North America** by the 100 Best Fleets organization
- Fleet Director Ernie Ivy was named the APWA's **Public Fleet Manager of the Year** for 2009
- Fleet Management has received several other awards.

Public Works Fleet Management is continually pursuing new opportunities to "**green the fleet**".

Policy and Planning

The Policy and Planning Division plans and programs changes to the City's multimodal transportation system in conjunction with other City, local, regional, and state agencies. Policy and Planning develops and provides policy guidance in the preparation of long-range transportation plans including:

- The Denver Comprehensive Plan and the regional Metro Vision Plan;
- Advances the implementation of multimodal transportation plans and projects including bicycle, transit, pedestrian, roadway and travel demand management programs; and
- Participates in and informs rail station area planning efforts.

Policy and Planning also coordinates the development of the Public Works Capital Improvements Program, the DRCOG Transportation Improvement Program, the Safe Routes to Schools Program, and identifies opportunities for other non-city funding and grant opportunities.

Right of Way Enforcement

Right of Way Enforcement issues citations for parking violations, including on- and off-street parking violations, private property parking violations and other violations of city parking regulations. Officers also enforce vehicle immobilization, towing and support parking enforcement for special events, holidays, concerts and after hour university activities. The Division assists in the enforcement of proper usage of signage, tables, rails and chairs and other items that may be placed by businesses on the city sidewalks.

Right of Way Enforcement governs the installation and maintenance of parking meters, and pay stations throughout the City as well as the collection of the revenue generated by these parking payment options made available to the public. ROWE also supports agencies that administer Residential Parking Permits, the Cash Key program, and collection of parking fines and penalties, along with continuing to analyze Denver Parking ordinances and the overall parking system to maintain a pleasant experience to those that live in and visit Denver.

Right of Way Services

Public Works Right of Way Services manages most activities associated with public development and use of the City's right-of-way. Public Works Right of Way Services determines the required improvements and reviews plans for regulatory compliance in the areas of transportation, survey and right-of-way management. Public Works Right of Way Services provides inspection and permits for construction of private and public development projects in conjunction with the use of the City right-of-way.

Right of Way Services' Mission is to provide a livable community by ensuring public health and safety through orderly development of land in a cost-effective manner supporting the Denver Comprehensive Plan, and coordinate all construction of public infrastructure in the right-of-way.

Safety and Loss Management

Safety and Loss Management is committed to a culture that integrates safety into Denver Public Life. Its goal is to identify departmental safety needs, based upon employee exposure to risk. This allows mitigation or elimination of hazards before they become a safety issue and to define accountability and link responsibilities to consequences. Safety is a shared responsibility that employees must take ownership of in the performance of their duties. Employees are also encouraged to take ownership of the safety of their co-workers. The Safety & Loss management team inspires active employee involvement to achieve quality and excellence through continual improvement of all of the safety programs and services.

Solid Waste Management

Solid Waste Management is a section of Denver Public Works Operations Division. Solid Waste Management is responsible for providing weekly trash collection services, residential recycling and large item collection services. In addition to waste management services, Solid Waste Management is also responsible for providing graffiti abatement services for both public and private property as part of the Denver Partners Against Graffiti program, and is home to Keep Denver Beautiful, a Keep America Beautiful affiliate program.

Street Maintenance

The City and County of Denver is responsible for repairs and improvements of public streets such as pothole patching, paving and grading of unimproved streets and alleys, curb and gutter repairs, and curb ramps as well maintenance tasks such as street sweeping and snow removal.

Traffic Engineering Services

Traffic Engineering Services develops, reviews, evaluates, implements, and supports the design of transportation system improvements. The section collaborates and supports other agencies to provide and implement mobility modifications and improvements. The section also responds to requests from customers for transportation system related modifications and improvements. There are seven main work groups consisting of administration, signals, electronics repair, utility locates, sign installation, sign manufacturing and pavement marking.

Traffic Engineering Services is responsible for the operation, maintenance, installation and emergency repair of traffic control devices. They maintain a fiber optic communication network providing services to the Department of Public Works, Information Technology Division and Denver Police Department. Traffic Engineering Services also operates the Transportation Management Center.

Wastewater Management

The Wastewater Management Division maintains more than 1,500 miles of sanitary sewers and 550 miles of storm drainage facilities. The Wastewater Management Division plans, designs, constructs, operates and maintains Denver's sanitary and storm sewer systems.

- The **Design Section** of the Wastewater Management Division is responsible for the design of all sanitary sewer improvements and storm drainage facilities within the public right-of-way of the City and County of Denver. This responsibility includes drainage problem investigation, design solutions, contract administration, preparation of standard construction drawings and specifications.
- The **Water Quality Section** is responsible for managing compliance programs for the City and County's Municipal Separate Storm Sewer (MS4) Permit with the State of Colorado. The Water Quality Section also participates in numerous regional water quality enhancement programs.
- The **Wastewater Operations division** maintains the sanitary and storm systems by monitoring, cleaning, repairing, and rehabilitating/reconstructing system components.
- The **Customer Service and Support section** of Wastewater Management is responsible for accurately billing the agency's 155,000 customers for monthly sanitary sewer and annual storm drainage charges.

11.2 Priority DPW Opportunities:

The Superlative Group considers DPW to be a dual opportunity to raise the profile of Denver as a Green City, while simultaneously raising non-tax sponsorship dollars. As a significant department with many divisions, it will be important for careful consideration of the best commercial partnerships and how they should be prioritized and packaged to maximize interest from target entities. Subject to review of further information, we consider the following categories to be priorities for commercialization:

- Fleet / Automotive – Toyota hybrid, Energy;
- Public Works / Solar – exclusive partnerships as part of city category opportunities;
- Solid Waste Management – recycling partner or graffiti buster program;
- Street Maintenance / Street Beautification – sponsor acknowledgement on city vehicles and staff uniforms;
- Traffic Engineering Services – website / transportation management center, signage
- Right of Way Enforcement - parking tickets, leaflets; and
- Policy & planning - naming of transportation initiatives.

Valuation of these opportunities is provided below.

Table 11.2.1

DPW Summary	Value Range	
	Floor	Ceiling
Fleet Wraps & Decals - Automotive Category (Pilot)	\$70,000	\$85,000
Public Works - Exclusive solar partnership	\$50,000	\$60,000
Solid Waste Management - Recycling Partnership	\$100,000	\$150,000
Street Maintenance / Street Beautification	\$50,000	\$60,000
Traffic Engineering Services - Signage & Web Exposure	\$30,000	\$50,000
Right of Way Enforcement - Parking Ticketst & Leaflets	\$100,000	\$120,000
Parking Meter Kiosk Signage	\$150,000	\$225,000
TOTAL	\$550,000	\$750,000

12 City Wide Opportunities

12.1 Introduction

This section provides information on a number of City wide sponsorship opportunities.

12.2 Single Source Soft Drinks Agreement

The Superlative Group intends to develop RFP documentation and undertake an evaluation process on behalf of the City to solicit proposals from beverage companies, with the intent to enter into a 10 year contract for exclusive pouring rights at all City owned venues and at all City events, including DAV venues and DIA. The Superlative Group will seek proposals from beverage companies to provide and aggressively support the sale of non-alcoholic beverages throughout the City venues and hosted events.

The purpose of this process is to support existing beverage sales and distribution channels and strategies, as well as modify and / or improve existing distribution or operations. Beverage companies are required to propose innovative suggestions and strategies that will help improve consumer experience and increase sales.

Analysis of existing Contracts

City Venues

Current contract is with Compass Group bda Canteen Vending Services. The Contract expires June 15, 2014.

Scope

- Snack vending at approximately 40 City locations (2009 – 33 locations)
- Beverage vending at approximately 130 City locations (2009 – 157 locations)
- All responsibility for equipment, maintenance, product and re-stock passed to Canteen
- Requirement to ensure a minimum of 15% of healthy options
- Executive Order No 70 identifies exempted Departments / Agencies – Department of Aviation, Denver Art Museum, Denver Museum of Science & Nature, Botanic Gardens, Denver Zoo, Theatres & Arenas, Under-Sheriff Prisoner Purchase, Welfare & Rec Trust

Compensation

- 40% commission from carbonated beverages and water
- 33% commission from non-carbonated beverages
- 18.5% commission from snacks
- \$150,000 prepayment of commission upon installation of equipment

During the term of the contract, a notable decline in sales has been observed, due to additional sales tax, reduction in the number of beverage vending locations and an increased focus on healthy options.

DIA

The DIA agreement is also with Compass Group bda Canteen Vending Services. The Contract expires August 31, 2015.

Scope

- Snack vending at approximately 26 DIA locations
- Beverage vending at approximately 64 DIA locations (36 Pepsi, 28 Coke)
- Small number of changer locations and coffee machines
- All responsibility for equipment, maintenance, product and re-stock passed to Canteen

Compensation

- 40% commission from carbonated beverages and water
- 33% commission from non-carbonated beverages
- 18.5% commission from snacks
- 0% from machines selling fresh food items
- \$25,000 performance surety amount

DAV

DAV has an existing five year sponsorship agreement with Bottling Group, LLL dba Pepsi Beverages Company. The term is from May 1, 2012 to April 30 2017. As part of the agreement Pepsi are responsible for the provision and maintenance of equipment for providing their soft drinks.

Exclusivity

The Pepsi agreement is exclusive, meaning that City will not enter into a contract or other legally binding arrangement conferring marketing, pouring rights, or other sponsorship opportunities at Red Rocks Amphitheatre, Denver Performing Arts Center, the Historic Denver Coliseum, and the Colorado Convention Center to a company in the business of manufacturing, selling, and distributing carbonated soft drinks, ready-to-drink teas, ready-to-drink coffees, ready-to-drink juices, isotonic sports drinks, protein drinks, frozen flavored beverages, bottled still water, flavored water and enhanced water. The scope of exclusivity does not include natural spring water (e.g. Eldorado Springs) at Red Rocks only or energy drinks (e.g. Red Bull) at all City Venues, provided that City does not source these products from The Coca-Cola Company.

Compensation

Sponsorship yearly rights fees are provided below:

- 2012 Sponsorship Fee - \$250,000
- 2013 Sponsorship Fee - \$250,000
- 2014 Sponsorship Fee - \$250,000
- 2015 Sponsorship Fee - \$255,000
- 2016 Sponsorship Fee - \$267,000

Pepsi is entitles to a range of rights and benefits at RRA, DPAC, Denver Coliseum including signage, online, hospitality and other media benefits. Pepsi are also required to provide the City with annual product donations of up to 400 cases of soft drinks for use at City venues.

Table 12.2.1 provides an overview of approximate sales volumes at DAV venues.

Table 12.2.1

Product Sales	TOTAL	RRA	DPAC	CCC	D Col
20 oz (Cases)	20,267	4,761	1,766	10,528	3,212
Cans (Cases)	5,869	415	29	5,297	128
1 Liter (Units)	49	49	0		0
15.2 oz (Units)	354	100	0	254	0
BIB (Gallons)	7,786	1,280	1,531	3,235	1,740
Sales	295,808	\$147,243	\$32,772	\$29,152	\$86,641

Evaluation Process

The Superlative Group will work with the City and County of Denver to develop a strategy to coordinate these separate vending and pouring rights contracts as their respective contracts expire. The most immediate venues to be considered are City venues and DIA.

In support of its financial and operational objectives, each respondent will be required to provide a detailed proposal to outline its Exclusive Beverage Partnership Plan. The document will be structured to reflect the following sections;

- i. **Partnership Plan** – including sales and revenue objective for the partnership, innovative distribution channels and marketing plans;
- ii. **Product Plan** – including product scope, equipment and service proposals;
- iii. **Pricing Proposal** – respondents are required to provide detail of annual sponsorship fees, signing bonuses, commissions and additional financial compensations;
- iv. **Service Plan** – respondents are required to provide detail of the proposed service arrangements;
- v. **References** – respondents are required to provide detail of three references.

The award of an exclusive pouring rights agreement will be based upon a comprehensive review, analysis and negotiation of all proposals that best meet the needs of the City. The City will select the beverage company whose overall proposal demonstrates clear capability to best fulfill the purposes of this process. It is anticipated that the new agreement will provide additional non-tax revenue as well as improved distribution and service to the City of Denver.

12.3 Citywide Fleet

Advertising on City fleet cars could provide a significant opportunity to generate additional sponsorship revenue. The Superlative Group has reviewed information provided on existing fleet inventory which includes approximately 450 vehicles across 32 departments. The Department of Public works has undertaken analysis of the best vehicles for either Decal or Wrap advertising. The number of vehicles identified for decal and wrap opportunities are summarized in table 12.3.1 below.

Table 12.3.1

Department	Decal	Wrap
Botanic Gardens	3	1
City Engineer	19	3
Central Services	0	1
Animal Control	5	1
DPAC Galleria	1	0
Denver Public Library	4	4
Environmental Services	2	2
Fleet Maint	4	28
General Parks	82	11
P&R East	1	0
P&R Forestry	2	1
P&R Headquarters	1	0
P&R Northwest	1	0
P&R Southwest	1	0
Platte River Dist	2	0
P&R Maintenance	15	2
Independent Monitor	0	1
Info Services Division	0	3
Motor Vehicle Div	0	2
CPDA	0	6
P.W Parking Facil	0	59
Facility Mgmt	18	4
Recreation & Admin	0	5
Solid Waste Div	46	0
Trans / Plan Eng Svc	0	10
P.W Traffic Ops	16	5
Human Services	1	2
P.W. Street Maint	33	34
P.W. Asphalt Plant	3	0
Tech Services	0	4
Theatres & Arenas	0	1
Theatres, Coliseum	1	1
TOTAL	261	191

Wrap Advertising Potential

Due to the large number of fleet vehicles, across a large number of departments, an element of prioritization will be required to deliver a manageable sponsorship program. Analysis of the information in table 12.3.1 shows that over 75% of the eligible vehicles for decal or wraps are in the following departments.

- City Engineer
- Fleet Maintenance
- General Parks
- Parks & Recs - Maintenance
- Public Works - Parking Facilities
- Facility Management
- Solid Waste Division
- Public Works - Traffic Ops
- Public Works – Street Maintenance

Assumptions

Research indicates that vehicle wraps can generate between 30,000 and 70,000 impressions per day. The Cost per Thousand (CPM) is approximately \$0.77 for a vehicle wrap and \$0.40 for a decal. This means the advertising rate to reach 1,000 people is less than one dollar – very inexpensive advertising for sponsors. The cost to install a wrap or decal is approximately \$3,000 to \$1,500. The Superlative Group recommends that Sponsors are required to pay for the costs of all wrap instalment and removal.

The figures provided in the table are based on an assumption of 30,000 impressions per day, assuming weekdays only.

Table 12.3.2

Department	Decal	Wrap	DeCal Rev	Wrap Rev
City Engineer	19	3	\$57,057	\$18,018
Fleet Maint	4	28	\$12,012	\$168,168
General Parks	82	11	\$246,246	\$66,066
P&R Maintenance	15	2	\$45,045	\$12,012
P.W Parking Facil	0	59	\$0	\$354,354
Facility Mgmt	18	4	\$54,054	\$24,024
Solid Waste Div	46	0	\$138,138	\$0
P.W Traffic Ops	16	5	\$48,048	\$30,030
P.W. Street Maint	33	34	\$99,099	\$204,204
TOTAL	233	146	\$699,699	\$876,876

These figures estimate that annual revenue generated from this program could be over \$350,000 for Parking Facilities, \$300,000 for General Parks and \$300,000 for Street Maintenance. The Superlative Group intends to carry out further market testing in the Denver region as we move forward with this significant opportunity.

Figure 12.3.1



12.4 Citywide Employee Health & Wellness

Health Care category opportunities could involve packaging a number of City venues to group volumes of certain health requirements (e.g. defibrillators).

In recent years, HealthONE has been the exclusive Healthcare Provider of Red Rocks Amphitheatre and Exclusive Healthcare Partner of Arts & Venues Denver. Proposed 2014 benefits include:

- Signage & Branding, Red Rocks Fitness Challenge and Online Media;
- DIA sponsored Kids Area;
- Colorado Convention Center Signage;
- DPAC signage and Denver Digital Network (DDN) rotation; and
- Hospitality at City Venues.

Figure 12.4.1



The Superlative Group intends to extend the scope of the 2014 agreement to include a range of new venues, including DIA, CCC and DPL.

12.5 Wireless / Cellular

Sponsorship

Denver Marketing Office previously had a small sponsorship agreement with Sprint. The Term of the agreement ran from March 1, 2010 to April 30, 2012. The sponsorship fee of \$40,000 covered the following benefits:

- Exclusive cell phone provider for city employees
- Access to city employees
- Designation as “Official Wireless Sponsor of the City of Denver”
- Presence on City Intranet Site – Denver One Team (DOT) – access to > 10,000 employees
- Facilitated communications for marketing wireless products and services to the City & County’s 11,000 employees
- On-site presence at least once per quarter
- Present wireless solutions at employee events
- Participate in marketing wireless products in any employee fairs or events
- Giveaway items, pre-approved signage / posters, welcome pack leaflets
- Custom created internet portal for discounts

Infrastructure

The Superlative Group is also advising the City of Milwaukee on the lease of Cell Towers and other tall buildings to Wireless Companies. The City generates significant additional revenue from a range of providers including Verizon, AT&T, US Cellular, T-Mobile, Ameritech and Sprint. The following case study relates to Churches but the concept can be applied to any tall buildings. The Superlative Group would like to discuss the potential for this opportunity with OED.

From “Churches And Cell Towers: Antennas Find Unexpected New Home” Huffington Post courtesy of California Watch 11/29/12

“...With the growing use of tablets, smartphones and other wireless devices, the wireless industry has approached churches because of their height and residential locations, where putting new towers would be difficult.

The practice has created additional work for property tax assessors, who are responsible for determining how much of the church’s property is no longer tax-exempt. Churches and other nonprofits often are exempt from property taxes, but only if the property is used for religious or charitable purposes. If property is used for commercial purposes, such as leasing space for a cell tower, tax assessors must charge the organizations.

For most churches, the extra revenue for hosting the cell towers generally exceeds the hit they might take from increased property taxes. Leases can range from \$2,000 to \$4,000 per month, depending on the church’s location. Officials at the Church of St. Leo the Great did not respond to requests for comment about their lease.

At Canyon Creek Presbyterian Church in San Ramon, a contract with T-Mobile brings in between \$25,000 and \$30,000 a year for the church, said Pastor Martin Scales. The church approached cell companies when it was constructing a new building six years ago because it knew the companies were having trouble putting antennas in the area.

Although the church lost part of its property tax exemption, the cell site revenue puts it ahead financially, Scales said. And it’s a solution for cell companies looking to place antennas.”

12.6 Citywide Energy

Energy companies are increasingly using the category sponsorship to increase awareness of their brands, showcase products and entertain customers and prospects. FirstEnergy Corp recently announced a multi-year, multi-million dollar Naming Rights agreement with the NFL's Cleveland Browns, a Naming Rights Agreement that will change the name of Cleveland Browns Stadium to FirstEnergy Stadium. The partnership is reportedly worth \$102 million over 17 years. In instances where municipalities own and run a large number of venues and events, energy companies often provide in-kind benefits in return for promotion opportunities.

Figure 12.6.1

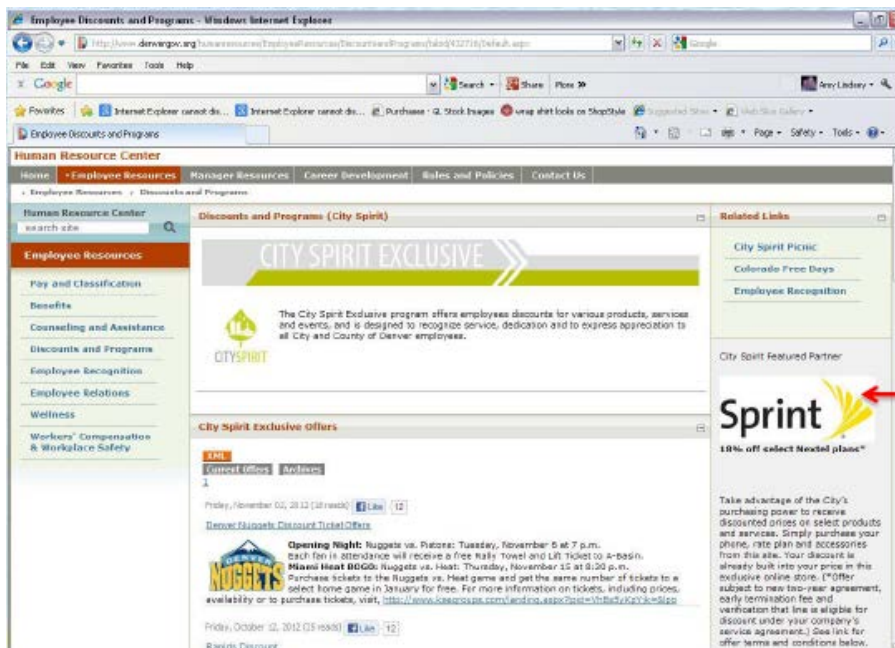


12.7 Engagement with City Staff

Online opportunities include Denver One Team (DOT), the City's employee intranet, which includes no heavy restrictions on advertising. DenverGov.org is another potential opportunity but includes some sponsor recognition permitted, banners excluded. The City includes approximately 13,000 employees, 10,000 to 11,000 have access to network computers.

Other Opportunities include employee bulletin (weekly) and Insight Newsletter (monthly), Employee Events. Key Issues will be provision of a detailed policy around sponsor access to employees.

Figure 12.7.1



12.8 Packaging of events

Five Points Jazz Festival

This free community event celebrates the music, culture and history of Denver's historic Five Points neighborhood, with performances highlighting many of Denver's finest jazz musicians. Performances and activities take place in numerous venues in Historic Five Points, with food and art vendors along Welton Street.

One Book, One Denver

For more than a decade, the Mayor of Denver has been reader-in-chief in heading up a citywide book club. Sometimes poignant, sometimes humorous, the book selected annually features tours by the selected author and a number of related events. Past selections include classics like "To Kill a Mockingbird" and new classics including "The Help."

Mayor's Awards for Excellence in Arts & Culture

Since 1986, the Mayor's Awards for Excellence in the Arts & Culture have recognized individuals and organizations that make significant and lasting contributions to the artistic, cultural and creative landscape in the City and County of Denver.

The following table provides attendance numbers for 2013 Five Points Jazz Festival and One Book, One Denver youth program and projected 2014 comparatives. The DAV cultural program team is currently revising the format of some events (e.g. Film Fiesta, Create Denver) so, from a sponsorship perspective, there are the two programs that might attract sponsorships.

DAV Events	2013	2014 (Projected)
Five Points Jazz Festival	16,000	20,000
Youth One Book, One Denver	4,000	6,000

Due to the relatively low attendance numbers, the best strategy for sponsorship of events is likely to be including them as a benefit in one of the larger sponsorship categories.

13 Conclusions

13.1 Introduction

The key principle of The Superlative Group's sales strategy is to approach the marketplace with the most valuable asset first. Through sales meetings with agreed target companies, we uncover information regarding marketing strategies and sponsorship budgets, which is subsequently used to match the available inventory to prospective buyers.

13.2 Denver International Airport

Due to the size and scope of its facilities, we consider DIA to hold the most potential for revenue generating partnerships. We also recognize that, as a new addition to the Sponsorship and Sales Management Services program, review and approval processes with DIA representatives will need to be established. Our priorities will be to move forward with the proposals that will deliver revenue but minimize the likelihood of time consuming political or design-related concerns.

DIA sales objectives;

- i. Category Sponsorships for Single Source Soft Drinks Agreement, Financial & Automotive categories;
- ii. Lounge opportunities & kids areas to improve existing facilities;
- iii. Jet Bridge Advertising & Concourse train opportunities;
- iv. Other signage / Naming opportunities as agreed with DIA.

We anticipate that objectives ii and iii will require approval by DIA design board before moving to activation. We would be happy to engage with DIA further regarding these proposals during February 2014.

13.3 Colorado Convention Center & Denver Performing Arts Complex

The Superlative Group considers both of these venues to be premium assets which, due to their downtown location and high occupancy, will be attractive to corporate targets. We propose to activate the sales program for these assets as soon as the valuations and activation materials have been signed off by DAV, CCC and DPAC representatives.

13.4 Red Rocks Amphitheatre

As The Superlative Group prepares for renewal of the existing agreements, we intend to generate further revenue from increased utilization of on-site and on-line exposure opportunities such as the use of social media. Review of the sponsorship rights and benefits included in existing soft drinks, beer, wine, spirits, airline and health agreements indicates that on-site signage opportunities are well utilized. Although increased revenue generation from on-site opportunities will be beneficial, care will be taken that these do not have a detrimental impact on existing exclusive sponsorship agreements.

13.5 Denver Coliseum

As a Denver landmark, the Coliseum is steeped in history and provides unique programming for a wide variety of annual events. Its location beside I-70 provides a premium exposure opportunity for a Naming Rights partner. The most important consideration for this venue will be identifying the correct targets for the sales process. It is likely that this could be an ideal opportunity for a local corporation with a mid-tier budget.

13.6 Denver Public Library

With approximately 860,000 sq. ft. over 25 branches and 3.8 million annual visitors, Denver Public Library is a significant public asset. Due to the cultural landscape of the City of Denver and large student population, these venues attract guests from a wide variety of demographics from those who use DPL venues to learn and study to those who use the facilities to meet and socialize. Signage opportunities, sponsorship of DPL programs and other category benefits such as a sponsored free Wi-Fi partnership at all branches could generate considerable revenue for DPL and provide a service which would further increase annual visits. Partnerships to improve existing facilities at selected locations (e.g. coffee chain) would further increase the pull of DPL locations.

13.7 McNichols Civic Center Building

The Superlative Group considers the initial priority at McNichols Civic Center Building to be promotion of the venue and increased awareness of existing programming. Exposure opportunities from other venues e.g. CCC and DPAC could be used to increase visitor numbers. Due to the central location at a high trafficked downtown area, evening light shows could increase awareness.

Art House film nights, promotion of music or cultural events and high end food, coffee, craft beer could increase the location as a place to 'hang out'. The venue has a good website which has potential to be monetized.

13.8 City Wide Partnerships

The Superlative Group will focus on City Wide Vending, Healthcare, Automotive, Wireless / Cellular and Energy as priority opportunities. We intend to work closely with the OED and DMO during the coming months to progress these opportunities, which have potential to generate significant additional revenue. We will also assist with development of appropriate policies and precedents as required.

13.9 Department of Public Works

The Superlative Group considers DPW to be a dual opportunity to raise the profile of Denver as a Green City, while simultaneously raising non-tax sponsorship dollars. As a significant department with many divisions, it will be important for careful consideration of the best commercial partnerships and how they should be prioritized and packaged to maximize interest from target entities. Subject to review of further information, we consider the following categories to be priorities for commercialization:

- Fleet / Automotive – Toyota hybrid, Energy;
- Public Works / Solar – exclusive partnerships as part of city category opportunities;
- Street Maintenance / Street Beautification – sponsor acknowledgement on city vehicles and staff uniforms;
- Right of Way Enforcement - parking tickets, leaflets; and
- Policy & planning - naming of transportation initiatives.

The valuation process for DPW opportunities will be completed in February 2014.

A Scope of Services

Contractor will provide exclusive sponsorship sales and management services for:

- i. DAV theatre, concert, auditorium, convention, event, and arena venues,
- ii. DAV cultural events and programs,
- iii. Assets and programs of the Denver International Airport,
- iv. Assets and programs of the Denver Public Library system, and
- v. Assets and programs of the Office of Economic Development's City employee-services marketing.

For purposes of this Agreement, DAV, Denver International Airport, Denver Public Library, and the Office of Economic Development shall be collectively referred to herein as the "Participating Agencies."

Notwithstanding the foregoing, any exclusive rights provided to Contractor within this Scope of Work shall be subject to the City's right to seek and obtain sponsorship opportunities and sales directly from potential sponsors.

Sponsorship opportunities may include, but are not limited to, on-site promotions, year-round presence at venues, sampling, product sales, product display & signage, hospitality, special events, licensing venue names and marks, supply of equipment, media and City-employee promotions and special offers. Sponsorship opportunities will, however, be subject to and limited by applicable law, governance structures, contractual relationships, and the rules, policies, and guidelines of the City (including the rules, policies, and guidelines of the Participating Agencies), as the same may be amended from time to time.

Contractor duties shall include, but shall not be limited to:

- Identifying and valuing current sponsorship assets and potential new sponsorship assets. The initial draft of such assets and valuations shall be due to DAV on or before February 1, 2014; however, for the avoidance of doubt, this shall be an ongoing obligation of Contractor.
- Preparing and soliciting responses for Requests for Sponsorships (RFS).
- Securing, writing and pricing sponsorship opportunities.
- Assessing and securing naming rights.
- Securing licensing opportunities (such as, by way of example only, Nike obtaining a license to produce and promote a line of Red Rocks running shoes).
- Securing sponsorship for events.
- Participating in necessary closing of sales in conjunction with the Participating Agencies.
- Negotiating trade agreements (e.g. product, services, media) when inventory is budget relieving to sponsorship fulfillment (such as, by way of example only, American Furniture Warehouse providing new office furniture to the City in exchange for exposure on marquees).
- Conducting sponsorship activation consistent with individual sponsorship agreements originated by Contractor and for which Contractor is a party. Contractor will not be responsible for sponsorship activation of individual sponsorship agreements which originate within or are directly obtained by the City or for sponsorship agreements for which Contractor is not a party.. Sponsorship activation duties may include, without limitation, on-site representation and support (e.g., hanging banners, acting as point of contact for sponsors, etc.), coordinating graphic design

and print projects, coordinating online promotions and ticket requests, responding to sponsor inquiries, etc.

- Providing annual, customized written post-sale analysis for sponsors. Post-sale analysis shall include, without limitation, publishing data provided by the City into a sponsorfriendly report consisting of impressions, a return on investment model, and sponsor's receipt of contract specified details, among other matters requested by the City.
- Providing written monthly reports containing the number of hours expended on the City's behalf and details of the work performed, including a description of the work and time spent related to contract negotiations and implementation, sponsorship activities, activation, and results achieved.
- Providing other duties set forth in individual sponsorship agreements.

B Venue Sponsorship Policy

ARTS & VENUES DENVER VENUE SPONSORSHIP POLICY

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	Red Bull
• 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.

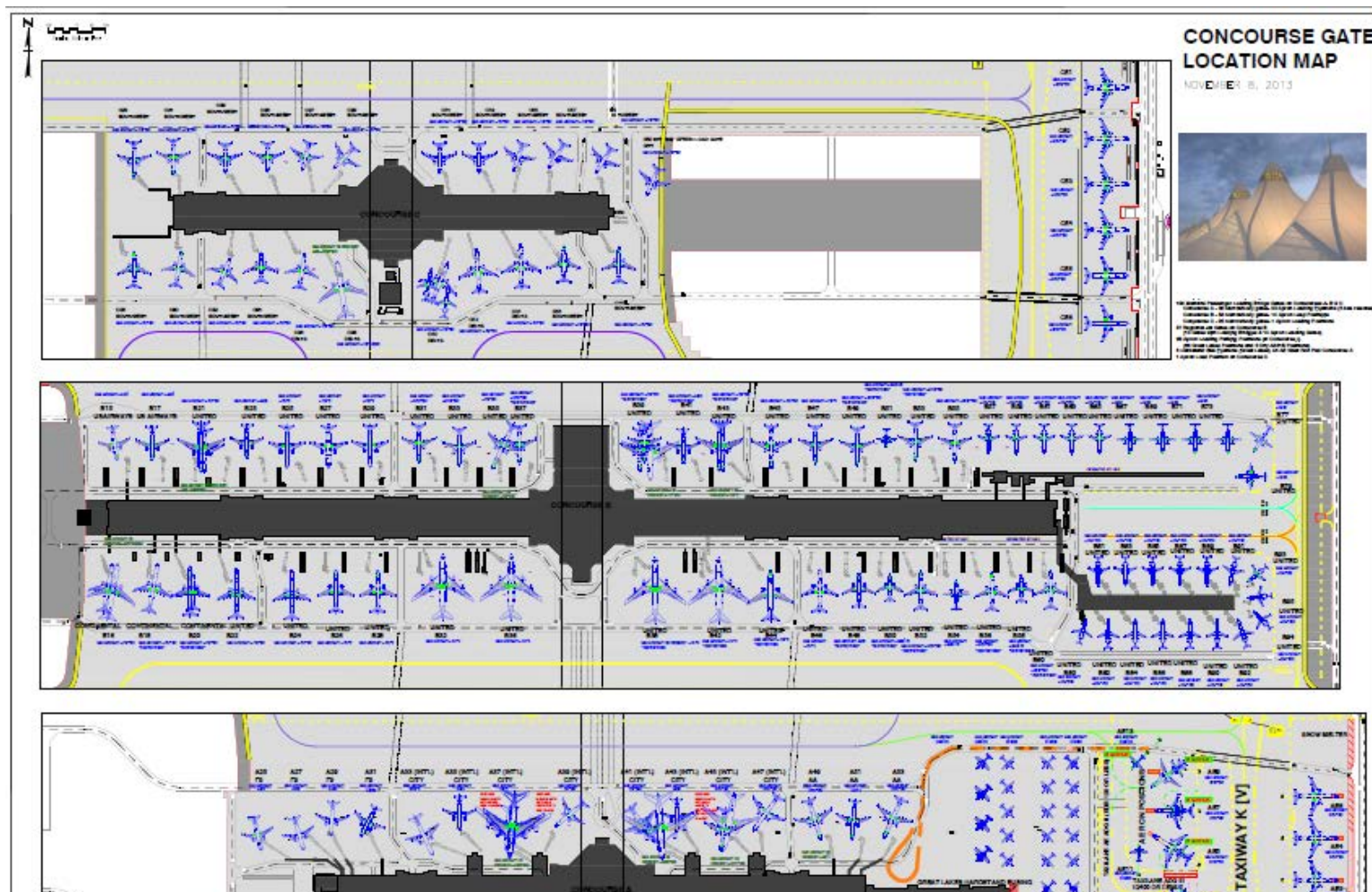
AVD Marketing Department Contacts

Brian Kitts
Director of Marketing & Communications
Brian.kitts@denvergov.org
720-865-4229

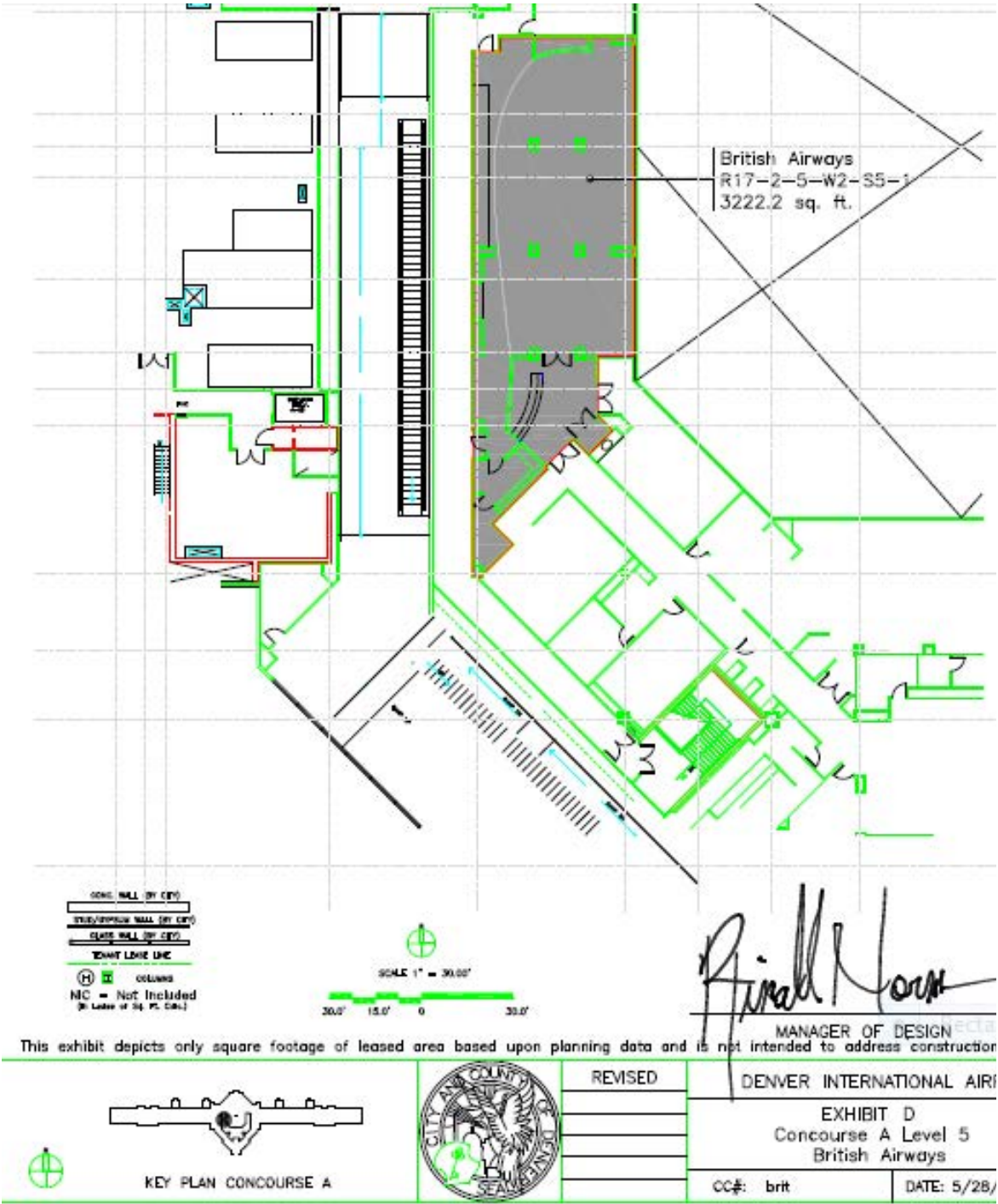
Or

Amy Lindsey
Assistant Director of Marketing & Communications
Amy.lindsey@denvergov.org
720-865-4226

C DIA Jet Bridge Locations



D DIA Passenger Lounge Location



E Denver Public Library Branches

Branch	Address	2012 Door Count	Primary Demographic Groups	Square footage	Year Constructed	Years Remodled	Vending machines (Have, Want, No)
Athmar Park (ATH)	1055 S. Tejon Street	79,523	Industrious Urban Fringe, NeWest	6,478	1971	1993-94	No
Ross Barnum (BAR)	3570 W. 1st Avenue	80,247	Industrious Urban Fringe, NeWest	10,500	1954/73*	1993-94	not sure
Ross Broadway (BDY)	33 E Bayaud Avenue	73,912	Metro Renters	4,500	1951	1993	No
Bear Valley (BVL)	5171 W. Dartmouth Avenue	182,851	Enterprising Professionals, Cozy and Comfortable, Young and Restless	11,410	1971	1993/2010	not sure
Blair Caldwell (BCL)	2401 Welton Street	141,240	Old and Newcomers, Young and Restless	39,448	2003	N/A	not sure
Byers (BYR)	675 Santa Fe Drive	41,633	Inner City Tenants, Great Expectations, Aspiring Young Families	4,640	1918	1992	not sure
Central (CEN)	10 W. 14th Avenue Parkway	949,429	Metro Renters	540,315	1955/56	1994-95, 2010	staff only (café) - Pepsi, Coke and snacks
Cherry Creek (CRK)	305 Milwaukee Street	209,275	Metro Renters, Laptops and Lattes, Urban Chic	17,808	1962	1992-93/2009	Want
Decker (DKR)	1501 S. Logan Street	81,439	Great Expectations, Metropolitans, Trendsetters	4,932	1913	1992-93/2009	No
Eugene Field (FIE)	810 S. University Boulevard	117,209	Urban Chic, Metropolitans, Connoisseurs	10,500	1970	1992-93	No
Ford Warren (FOR) (Closed for 6 months for renovations)	2825 High Street	33,081	Metropolitans, Industrious Urban Fringe, City Dimensions	10,573	1975	1992-93/2012	Want one
Green Valley Ranch (GVR)	4856 N Andes Court	177,454	Up and Coming Families, Young and Restless, Enterprising Professionals	25,602	2010	N/A	Have Pepsi and Snacks
Hadley (HAD)	1890 S. Grove Street	92,461	Industrious Urban Fringe, NeWest	12,962	1964	1992-93	No
Hampden (HMP)	9755 E. Girard Avenue	129,796	Young and Restless, Enterprising Professionals	11,560	1975	1992/2010	Want
Montbello (MLO)	12955 Albrook Drive	142,632	Industrial Urban Fringe, Up & Coming Families, Milk and Cookies	11,443	1975	1992/2010	not sure
Park Hill (PRK)	4705 Montview Boulevard	145,081	Trendsetters, Metropolitans, Urban Chic	10,260	1920/1964*	1992-93/2009	not sure
Pauline Robinson (ROB)	5575 E. 33rd Avenue	74,415	Main Street, Aspiring Young Families, City Strivers	5,285	1995	N/A	not sure
Rodolfo "Corky" Gonzales (RCG)	Colfax and Irving	Opens in 2014	NeWest, Industrious Urban Fringe, Metropolitans	28,000	Opens Fall 2014	N/A	not sure
Sam Gary (SGB) (Opened in August 2012)	2961 N. Roslyn	81,706	Metropolitans, Main Street	28,490	2012	N/A	Have 1 healthy snacks
Schlessman Family (SCH)	100 Poplar Street	210,903	Metropolitans, Old and Newcomers, Inner City Tenants	14,884	2001/02	N/A	Have Coke and snacks
Smiley (SMI)	4501 W. 46th Avenue	131,886	Metropolitans, Main Street, Retirement Community	4,726	1918	1992	No
University Hills (UNH)	4310 E. Amherst	233,908	Metro Renters, Metropolitans	21,143	1962	1994	
Valdez Perry (VAL) (Closed 3 months for reonovations)	4690 Vine Street	37,665	Industrious Urban Fringe, Las Casas	5,414	1996	2012	Maybe Want 1 healthy
Virginia Village (VVI)	1500 S. Dahlia Street	119,418	Metropolitans, Old and Newcomers, Young and Restless	11,524	1993	2011	No
Westwood (WES)		46,358	Indsutrious Urban Fringe, NeWest, Las casas	tiny		N/A	No
Woodbury (WDB)	3265 Federal Boulevard	176,043	Metropolitans 43% - other 57% represent 10 other segments	10,023	1913/1966*	1992-93/2009	not sure
TOTAL		3,789,565		862,420			