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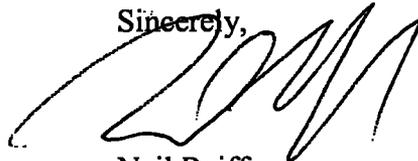
Mr. Joe Stoltz
Audit Division
Federal Election Commission
999 E Street, NW
Washington, DC 20463

Dear Mr. Stoltz:

Enclosed please find a copy of the Master Agreement between the 2008 Democratic National Convention Committee, Inc and the city of Denver with respect to the 2008 Democratic National Convention. The Agreement is being forwarded to your office in accordance with 11 C.F.R. § 9008.3(b)(1)(ii).

If you have any questions, feel free to call me at (202) 479-1111.

Sincerely,



Neil Reiff
Counsel to 2008 Democratic
National Convention Committee,
Inc.

AGREEMENT

2008 Democratic National Convention

THIS AGREEMENT is entered into as of the 10th day of January, 2007, by and among the 2008 Democratic National Convention Committee, Inc., a District of Columbia nonprofit corporation ("DNCC") affiliated with the Democratic National Committee, a District of Columbia unincorporated association constituting the governing body of the Democratic Party of the United States ("DNC"); Denver 2008 Convention Host Committee, a Colorado nonprofit corporation (the "Host Committee"); the City and County of Denver, a body politic and corporate under Article XX of the Constitution of Colorado (the "City and County of Denver"); and Kroenke Arena Company LLC, a Colorado limited liability company ("Arena Company");

WHEREAS, the Host Committee submitted a proposal to the DNC in response to the Request for Proposals issued by the DNC seeking a host city for the 2008 Democratic National Convention (the "Convention") and has invited the DNCC to hold the Convention in the City and County of Denver; and

WHEREAS, pursuant to the Final Call to the 2008 Democratic National Convention, to be adopted by the Democratic National Committee, the DNCC was formed to plan and implement, and is vested with the operational and financial responsibility for, the Convention; and

WHEREAS, by authority of the Charter of the Democratic Party of the United States, the DNC, acting for and on behalf of the Democratic Party, has accepted said invitation, subject to the execution and delivery of this Agreement; and

WHEREAS, it is anticipated that the Convention will attract up to 50,000 people or more to the State of Colorado and to Denver, will stimulate substantial economic development in the State of Colorado and in the Denver area and their environs and will generate substantial good will and other benefits for the State and the Denver area and their environs, including substantial opportunities for metropolitan Denver firms and for employment opportunities; and

WHEREAS, the City and County of Denver, the Host Committee and DNCC are committed to achieving the maximum economic benefit for the State of Colorado and the City and County of Denver; and

WHEREAS, the City and County of Denver, the Host Committee and the DNCC are committed to work together to achieve efficiencies and cost savings so as to minimize the costs of the Convention to the Denver area and to the Host Committee; and

WHEREAS, the City and County of Denver, the Host Committee and the DNCC are committed to involve and provide opportunities for as many persons as possible including minorities, women and persons with disabilities in connection with the planning of and provision of goods and services for the Convention; and

WHEREAS, the DNCC desires to obtain from Arena Company, and Arena Company desires to grant to DNCC, a license to use certain facilities in and around the Pepsi Center for the Convention, pursuant to the terms and conditions provided herein;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties agree as follows:

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1. THE CONVENTION

Subject to the terms and conditions of this Agreement, DNCC agrees to hold the Convention in August 2008 in the City and County of Denver to select the Democratic Party's nominees for the offices of President and Vice President of the United States of America, and to take such other actions as the Convention may deem appropriate.

2. DEFINITIONS

For the purposes of this Agreement:

"Contractor" means any person or entity other than the City and County of Denver with whom or which the Host Committee enters into a contract for the provision of goods, facilities or services, which the Host Committee is obligated to provide under this Agreement.

"Convention Facilities" means and includes, collectively, all of the following: the Pepsi Center Licensed Premises (as defined in section 5.1 hereof); the Media Workspace (as defined in section 8.1. hereof); the CityLights Licensed Premises (as defined in section 6.6.1 hereof); the Convention Center Licensed Premises (as defined in section 6.7.1 hereof); the hotel designated by the DNCC as its headquarters ("Headquarters Hotel"); the hotel designated by the DNCC as the principal media hotel; and the Convention Offices.

"Convention Hall" shall mean the seating bowl within the Pepsi Center Licensed Premises.

"Convention Offices" means and includes, collectively, the facilities and spaces described in Article 13 hereof.

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"Convention Period" means the period beginning 12:01 a.m. Mountain Daylight Time ("MDT") on Sunday August 24, 2008, through and including 8:00 a.m. MDT on Friday August 29, 2008.

"Limited Access Period" means the period from and including the date of this Agreement, through and including 7:59 A.M. MDT on the day the Unlimited Access Period begins.

"Post-Convention Period" means the period from 8:01 a.m. MDT on Friday August 29, 2008 through and including 11:59 p.m. MDT on September 15, 2008.

"Subcontractor" means any subcontractor to a Contractor, at any tier.

"Unlimited Access Period" means the period from and including 8:00 A.M. MDT on Monday July 7, 2008 through and including 8:00 a.m. MDT on the day following the last day on which Convention proceedings take place.

3. OBLIGATIONS OF HOST COMMITTEE--GENERAL

3.1. Nature of Obligations. The Host Committee acknowledges and agrees that, pursuant to the Presidential Election Campaign Fund Act, 2 U.S.C. §§ 9008 et seq., and the regulations of the Federal Election Commission ("FEC"), 11 C.F.R. Part 9008, DNCC is prohibited from spending in excess of the amount of public funding for the Convention to which DNCC is entitled thereunder; that such amount is required and has been committed by DNCC for Convention expenses other than for the facilities, equipment, goods and services provided for in this Agreement; that neither the DNCC nor the DNC may supplement such amount for Convention expenses; and that the Host Committee is entitled to make expenditures for facilities and services in connection with the Convention, including the facilities, equipment, goods and

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services to be provided or caused to be provided by the Host Committee to DNCC as set forth herein.

3.2. Status and Powers. The Host Committee represents that it is a committee meeting the requirements of 11 C.F.R. § 9008.52, to perform the obligations and provide the Convention-related facilities and services in accordance with 11 C.F.R. § 9008.52 and the terms of this Agreement. It is understood and agreed that the Host Committee, or a separate account or fund thereof, may also serve as the separate fund or account referred to in 11 C.F.R. § 9008.53(b), to the extent permitted by the FEC regulations. The DNCC acknowledges and agrees that the Host Committee may secure cash and in-kind donations that the Host Committee may use in meeting its obligations hereunder, subject to the terms and conditions of this Article 3.

3.3. Financial Commitment.

3.3.1. Budget. Subject to the provisions of this section 3.3, the Host Committee hereby agrees to expend such amounts as are necessary to fulfill all of its obligations under this Agreement. It is the present expectation of the parties that the Host Committee shall be able to meet its obligations hereunder through the expenditure of the amounts and/or or the acquisition of in-kind donations of value equal to such amounts, for each line item listed therein, set forth in Exhibit A hereto (hereinafter referred to as the "the Host Committee Budget"). Notwithstanding any provision of this Agreement to the contrary, in no event shall the Host Committee be required to incur any liability or be required to expend for any reason whatsoever under or pursuant to, or by reason of, this Agreement, in excess of fifty one million three hundred twenty five thousand seven hundred seventy five dollars (\$51,325,775) (the "Budget Cap"). provided

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that the Budget Cap does not include such amounts as the City and County of Denver and/or the Host Committee may accept from the State of Colorado or the Government of the United States to be expended, and which amounts are expended, for Security as set forth in Exhibit A; does not include the budget line item for "Security" as shown in Exhibit A; does not include such amounts as the Host Committee determines to expend, in its discretion, in excess of the amounts set forth in the "Host Committee" category in Exhibit A; and does not include any amounts required to be paid by Host Committee to Arena Company for suiteholder compensation under section 6.1.3 hereof.

3.3.2. Cash Fundraising Commitment.

3.3.2.1. It is understood and agreed that the Host Committee will be required to raise, in private monetary donations as permitted by 11 C.F.R. § 9008.52, the amount of forty million six hundred two thousand dollars (\$40,602,000) in monetary donations, in order to fulfill its obligations under this Agreement ("Anticipated Net Cash Requirement"). It is further understood that, pursuant to section 3.6.6 hereof, if any item which the Host Committee is required to provide hereunder and which is listed in Exhibit A as expected to be provided through receipt of an in-kind donation, is not in fact provided through receipt of an in-kind donation, the Host Committee shall be required to expend the amount budgeted for such item, in cash, in order to provide that item (the expenditures of such amounts being referred to, in the aggregated, as "Unanticipated Cash Requirements").

3.3.2.2. Attached hereto as Exhibit B are letters evidencing the binding commitments of certain persons and entities to make monetary donations, to the Host

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Committee, in such amounts as are set forth in each such letter, upon the execution of this Agreement, such amounts totaling, in the aggregate, fourteen million eight hundred twenty thousand dollars (\$14,820,000). The Host Committee agrees to cause each such entity to deposit, in the account or accounts of the Host Committee, the amount set forth in the letter executed on behalf of that entity, in installments, in accordance with the schedule of deposits attached hereto as Exhibit C. In the event that all such deposits have not been made by such seventh calendar day, DNCC shall have the right to terminate this Agreement without further liability or obligation whatsoever, of any kind.

3.3.2.3. The Host Committee shall maintain all monetary donations to the Host Committee to be used for meeting the obligations of the Host Committee hereunder, in a separate bank account and shall expend such funds solely for the purpose of making expenditures required by this Agreement for the provision of Convention-related facilities and services to or on behalf of DNCC as set forth in Exhibit A hereto.

3.3.3. Letter of credit. To guarantee the availability of funds needed by the Host Committee to meet its obligations hereunder, the Host Committee shall obtain, on or before February 1, 2007, irrevocable, standby letters of credit, copies of which shall be provided to DNCC on or before that date, issued by federally chartered depository institutions, and effective until December 31, 2008, in an amount totaling nineteen million five hundred sixty one thousand dollars (\$19,561,000), with each letter of credit naming the Host Committee as beneficiary and granting the DNCC the right to draw under the letters of credit, with funds payable to the Host Committee. In the event that the Host Committee is required to make any payment to Arena

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Company for suiteholder or sponsor compensation under section 6.1.3 hereof , additional letters of credit shall be obtained, in the amount of such payment, on or before March 1, 2008, copies of which letters of credit shall be provided to DNCC on or before that date, subject to the terms and conditions of the preceding sentence. The Arena Company will draw on such letters of credit if there is a failure by the Host Committee to make payments to the Arena Company as required in section 6.1.3 hereof. In the event that--

(i) the Host Committee has not received, in the aggregate, in deposited monetary contributions, at least the amounts set forth below, on or before the dates set forth below:

June 1, 2007	\$	7,500,000
December 31, 2007	\$	15,000,000
April 1, 2008	\$	28,000,000
July 1, 2008	\$	40,602,000

and

(ii) the Host Committee has insufficient uncommitted cash on hand to pay for any item of goods, facilities or services required to be provided under this Agreement, at the time such payment is required to be made, Host Committee shall immediately notify DNCC. DNCC and the Host Committee shall then mutually consult to determine whether the Host Committee has sufficient uncommitted cash on hand to make such payment. If during such consultation, the Host Committee is unable to demonstrate that it has sufficient cash on hand immediately to make such payment, then, the Host Committee shall have an additional seven (7) business days to raise the funds necessary to make such payment. If the Host Committee is unable to raise the

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necessary funds by close of business on the 7th day, then, no earlier than 9:00 a.m. local time on the 2d business day following such 7th day, the DNCC may draw under the letters of credit. The letters of credit may at that time be drawn by DNCC in the total amount of the difference between the Host Committee's uncommitted cash on hand and the amount required to be expended by the Host Committee, at that time, for the item of goods, facilities or services required to be provided by the Host Committee under this Agreement for which the Host Committee has insufficient cash to make the payment; provided that, each letter of credit shall be drawn in an amount equaling the total amount of such difference multiplied by (1 divided by the total number of letters of credit obtained under this section 3.3.3). Such letters of credit may be drawn by DNCC against presentation of a sight draft in the amount of such difference, accompanied by a signed written statement by the President and Chief Executive Officer of DNCC that (i) such payment is required to be made under this Agreement as of the date of the statement; (ii) the Host Committee's uncommitted cash on hand is insufficient to make such payment, by the amount of the sight draft and (iii) the Host Committee and DNCC have consulted as required by this Agreement and the Host Committee has been unable to demonstrate that the Host Committee has sufficient uncommitted cash on hand to make such payment. Each letter of credit to be opened under this section 3.3.3 shall be in form and substance satisfactory to DNCC and the Host Committee.

3.3.4. Screening of donations. DNCC and the Host Committee shall mutually agree on procedures for screening of monetary and in-kind donations to the Host Committee for legality (including but not limited to compliance with 11 C.F.R. §§9008.52 and 9008.53),

appropriateness and compliance with such voluntary policies and guidelines as DNCC and the Host Committee shall mutually adopt from time to time. Such voluntary policies and guidelines shall include a prohibition on receipt, by the Host Committee, of any monetary or in-kind donation from (a) any individual who is neither a U.S. citizen nor legal permanent resident of the U.S. residing in the U.S.; or (b) any corporation organized under the laws of, or with its principal place in, a foreign country (but not including a U.S. subsidiary of such corporation incorporated under the laws of a state of the U.S., with its principal place of business in the U.S. , and making a contribution from revenues generated from U.S. operations).

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3.4. Reporting. For each calendar month occurring within the term of this Agreement, the Host Committee shall prepare and submit to DNCC and to Arena Company a detailed written statement itemizing receipts by the Host Committee during each month of private monetary donations, private in-kind donations and public funds, (including name of donor and date and amount of contribution) and all disbursements of all funds expended hereunder (or in the case of in-kind donations, charges to the budget in respect of such donations), itemizing date, amount and purpose of disbursement, within 15 days after the last day of each month.

3.5. Budget Transfers.

3.5.1. Transferable Items. It is understood and agreed that certain line items of expenditures are shown in Exhibit A as being those for which amounts are "Transferable" (i.e., the letter "T" appears in the "Transferability" column). When goods or services are purchased for amounts less than the amount budgeted for such line item, the DNCC shall have the right,

after consultation with the Host Committee, to transfer, from the amount budgeted for such line item, an amount up to the difference between the budgeted amount and the amount so spent; to reallocate such transferred amount to any other budget line item, whether designated as Transferable or Nontransferable; and to require that such transferred and re-allocated amount be expended in such other budget line item, subject to the provisions of section 3.5.2 in the case of a Nontransferable line item. To that end:

- (a) Exhibit A shall be revised to account for each such proposed transfer by reducing the line item from which the transfer is made and increasing the line item into which the transfer is made, and such revision will be fully reviewed and discussed by the DNCC with the Host Committee, before any such transfer is made, with a view towards ensuring that the Host Committee shall have sufficient resources as to each budgeted line item to meet its obligations with respect to such line item;
- (b) It is understood and agreed that, at any time, in the event that the expenditure by the Host Committee in any budget line item whether designated as Transferable or Nontransferable, to meet otherwise agreed requirements and specifications would exceed the amount budgeted for such line item in Exhibit A, the DNCC shall either (A) agree to transfer from uncommitted and available amounts in other budget line items which are Transferable an amount sufficient to cover such excess and/or (B) agree to modify such requirements and specifications so that the expenditure will not exceed the amount budgeted therefor; and
- (c) DNCC and the Host Committee shall cooperate in the ongoing revision and

implementation of the Host Committee Budget to ensure that the Host Committee shall be able to meet all of its obligations within the Host Committee Budget Cap except as otherwise expressly provided in section 3.3.1.

3.5.2. Nontransferable Items. Certain line items of expenditures are shown in Exhibit A as being those for which amounts are "Nontransferable," i.e., the letter "N" appears in the "Transferability" column). If the Host Committee has purchased goods and services for less than the amount budgeted for such line item to provide goods and/or services in that line item meeting the agreed requirements or specifications therefor, the DNCC shall have no right to transfer or cause the Host Committee to expend or make any other particular disposition within the budget of any difference between the amount expended and the budgeted amount.

3.6. Charges of monetary disbursements to the budget. For purposes of determining the extent to which any amount set forth in any line item of Exhibit A has been expended by the Host Committee in the form of a monetary disbursement, there shall be included and considered only the monetary amount actually disbursed by the Host Committee in providing or purchasing goods, facilities and services in accordance with the terms and conditions of this Agreement. There shall be excluded from such monetary amount any compensation of or benefits to City and County of Denver or Host Committee employees not directly engaged in the provision of services to be provided hereunder, benefits to such employees, rental of offices for use by City and County of Denver or Host Committee employees, utilities, furnishings, equipment and supplies for such offices, depreciation of facilities and buildings to the City and County of Denver or the Host Committee, accounting and legal services to or for the benefit of the City and

County of Denver or Host Committee, interest, fines, penalties, contributions, taxes or any other amount for overhead incurred by or profit to the City and County of Denver or Host Committee, or any goods, facilities or services not required or called for under this Agreement, except as otherwise expressly approved in writing by DNCC.

3.7. In-kind donations.

3.7.1. The obligations of the Host Committee to provide goods, facilities and services hereunder may be met by the provision of facilities, goods and/or services contributed by other parties to the Host Committee, in accordance with applicable laws and regulations including 11 C.F.R. §§ 9008.52 and 9008.53. In the event that

(i) DNCC reasonably requests, in writing, that any facility, goods, or service required to be provided by the Host Committee under this Agreement, be delivered at a time the DNCC reasonably deems necessary to maintain its schedule for the setting up and operation of the Convention; and

(ii) the Host Committee is unable to provide, within thirty (30) calendar days of such written request (which time period shall be ten (10) calendar days if such written request is made on or after June 1, 2008) such facility, goods or service through an in-kind contribution meeting the requirements set forth in this Agreement for each such item, and such other specifications as DNCC may reasonably prescribe to define further those requirements, then the Host Committee shall be required immediately to make a monetary expenditure to provide such item of goods, facilities or services.

3.7.2. No item of goods, facilities or services obtained in-kind by the Host

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Committee shall be considered to meet the obligation of the Host Committee to provide such item under this Agreement unless DNCC shall have first expressly approved in writing the use of such goods, facilities or services to meet such obligation; shall have agreed that the provision of such goods, facilities or services meets such obligation with respect to such item; and shall have agreed to the valuation of such item in accordance with section 3.7.3 hereof; provided that such express approval shall not be required in the case of in-kind contributions to meet Host Committee obligations under the Host Committee section of the Budget or under the Host Committee DNC Events line item of the Budget. DNCC's approval and agreement shall be based upon the requirements set forth in this Agreement for each such item, and such other specifications as DNCC may reasonably prescribe to define further those requirements, and such approval and agreement shall not be unreasonably withheld if such requirements and specifications are met.

3.7.3. Any goods, services or facilities constituting in-kind donation shall be valued at their fair market value, provided that:

- (a) Standard reductions or discounts as defined in 11 C.F.R. § 9008.9, regardless of whether the same are provided to DNCC directly or solicited or accepted by the Host Committee, shall not be treated as or considered to be in-kind donations and the value of any such reduction or discount shall not be considered as having been expended by the Host Committee under or for purposes of Exhibit A.
- (b) The following shall not be treated as or considered to be in-kind donations and

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their value shall not be considered as having been expended by the Host Committee under or for purposes of Exhibit A: any compensation of or benefits to City and County of Denver or Host Committee employees not directly engaged in the provision of services to be provided hereunder, benefits to such employees; rental of offices for use by City and County of Denver or Host Committee employees, utilities, furnishings, equipment and supplies for such offices, depreciation of facilities and buildings to the City and County of Denver or Host Committee, accounting and legal services to or for the benefit of the City and County of Denver or Host Committee, interest, fines, penalties, contributions, taxes or any other amount for overhead incurred by or profit to the City and County of Denver or Host Committee; or any goods, facilities, or services not required or called for under this Agreement, unless otherwise expressly agreed to in writing by DNCC.

3.7.4. Notwithstanding any provision of this Agreement to the contrary, in no event shall the valuation of any in-kind donation be deemed as having caused the expenditure by the Host Committee for any line item of Exhibit A to exceed the amount of such line item so as to require the transfer by DNCC of budgeted amounts from any other line item or so as to otherwise reduce the amount the Host Committee is required to expend for all other line items of Exhibit A.

3.7.5. Notwithstanding any provision of this Agreement to the contrary, in the event that the obligations of the Host Committee to provide any category of goods, services or

facilities described in Exhibit A have been fully met through the provision of an in-kind donation or donations, no amount of such category shall be deemed "Transferable" under or for purposes of section 3.5.1 hereof even if such line item is indicated to be "Transferable" on Exhibit A.

3.7.6. Listing as "cash" or "in-kind" on Exhibit A. To the extent any item included in a budget category and listed in Exhibit A as requiring the expenditure of "cash" is furnished through the provision of an in-kind donation which is accepted and approved by DNCC in accordance with the terms of this section 3.7.6, the amount of cash budgeted for such item shall be reduced by the value of the in-kind donation, valued in accordance with section 3.7.3 hereof. In that case, the total cash fundraising commitment set forth in section 3.3.2.1 hereof shall be decreased accordingly. If any item which the Host Committee is required to provide hereunder and which is listed in Exhibit A as expected to be provided through receipt of an in-kind donation is not in fact provided through receipt of such a donation, the Host Committee shall be required to expend the amount budgeted for such item in cash, in order to provide that item.

3.7.7. Treatment of charge-backs and refunds. It is understood and agreed that the amounts set forth for each line item of Exhibit A are net of any amount received by the Host Committee from any person or entity by way of a charge-back, offset or refund of an amount the Host Committee would otherwise be required to expend to meet its obligations hereunder. Any such charge-back, offset or refund shall not affect the obligations of the Host Committee to make expenditures as otherwise required under this Agreement.

3.8. Procurement of goods, services and facilities by the Host Committee.

3.8.1. Procurement method. DNCC, in consultation with the Host Committee, shall have the sole and exclusive right to determine the appropriate procurement method for the goods, services and facilities to be acquired hereunder through any monetary disbursement by the Host Committee.

3.8.2. Contractor Solicitation. For all contracts for goods, services or facilities to be provided by the Host Committee hereunder and for which bids shall be sought, the bid list shall be prepared by the DNCC, provided that the Host Committee and Arena Company may provide the DNCC with a list of potential contractors which list shall be reasonably considered by the DNCC.

3.8.3. Contractor Selection. For all contracts, DNCC shall select the contractor in its sole and absolute discretion. Any amount that the Host Committee is required to expend by reason of such selection shall be counted and treated as an expenditure by the Host Committee under and for purposes of this Article 3.

3.8.4. Contracting requirements . DNCC shall prepare the terms, plans and specifications constituting the statement or scope of work for or in respect of any contract, and shall prepare the drafts of all contracts, for goods, services or facilities to be procured by the Host Committee to meet its obligations hereunder. DNCC and Host Committee shall jointly negotiate all such contracts. All contracts between the Host Committee and any Contractor shall be in writing and no such contract shall be executed by the Host Committee unless that contract shall have first been expressly approved in writing by DNCC.

4. **OBLIGATIONS OF CITY AND COUNTY OF DENVER**

4.1. City and County of Denver Obligations. Except as specifically provided in this Article 4, the City and County of Denver shall not be obligated to any party hereto to provide any goods, facilities or services, or to expend any amount for the provision of such goods, facilities or services, required by this Agreement. In no event shall the City and County of Denver be required to appropriate any funds specifically to meet its obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, the obligations of the City and County of Denver hereunder shall extend only to monies duly appropriated by the City and County of Denver for the purposes of this Agreement, and no specific appropriations for such purposes have been made. The City and County of Denver does not intend by this Agreement to irrevocably pledge present cash reserves for payments or services in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City and County of Denver. It is contemplated that any amounts required to be expended by the City and County of Denver for security under this section 4 in excess of amounts that would normally and commonly be expended to provide for security of this nature, as reasonably determined by the City and County of Denver ("Excess Security Costs"), will be funded through new grants from the U.S. Government and/or the State of Colorado and the City and County of Denver shall not be obligated under this Agreement to expend any funds for Excess Security Costs except to the extent that such funds are fully provided through such grants.

4.2. Permits. The City and County of Denver hereby agree to expedite the review and approval process for any and all permits, variances, licenses or other approvals to the extent

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necessary to permit the construction, installation, demolition, removal and restoration activities, and logistical movements, to be undertaken in connection with the Convention to be completed in accordance with the schedules and deadlines specifically set forth in, or otherwise contemplated by, this Agreement. The City and County of Denver shall designate an appropriate City and County official to serve as principal point of contact for the DNCC, the Arena Company and the Host Committee with respect to such permitting matters.

4.3. Security Plan—General. During the Convention Period and Post-Convention Period, the City and County of Denver will provide police, fire, security, bomb disposal and rescue personnel in and around the Convention Facilities and at all official Convention-related meetings and activities in City and County of Denver away from the Convention Facilities as designated in a security plan developed by the City and County of Denver in cooperation with the U.S. Department of Homeland Security and its subsidiary agencies and divisions including but not limited to the U.S. Secret Service and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies, and in consultation with the DNCC, Arena Company and the Host Committee (“Security Plan”). The City and County of Denver will provide such personnel in sufficient numbers and manner as are needed, as set forth in the Security Plan, to keep order and provide for the safety of all persons at the Convention Facilities and attending Convention-related activities, and the City and County of Denver specifically agrees to increase the City and County of Denver’s usual complement of such personnel and/or enter into such inter-jurisdictional mutual assistance arrangements as the City and County of Denver deems necessary or appropriate for such purposes, pursuant to the Security Plan.

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Without limiting the generality of the foregoing, the City and County of Denver shall, during the Convention Period, provide police escorts for DNCC personnel delivering credentials to state delegations at their respective hotels; provide armed security patrols for each of the Convention Offices from the date each such office is open for operations through and including the last day of the Convention Period; provide armed security patrols for any parking lot or transportation staging area in which DNCC owned or operated vehicles are stored in bulk, during the period of such storage; provide security at the Headquarters Hotels in Denver and other convention-related hotels in Denver as reasonably required, during the Convention Period; and provide special security protection for dignitaries to be identified in accordance with the Security Plan.

4.4. Equipment. As part of and as provided in the Security Plan, the City and County of Denver agrees to provide installation and operation of magnetometers, hand scanners, package scanners/x-ray machines and such other equipment as may be indicated, in accordance with reasonable and customary industry standards, to secure properly all agreed points of entry to the Pepsi Center Licensed Premises, Media Workspace Structure, and personnel necessary to set up, operate and maintain these systems, sufficient to provide for the orderly and expeditious ingress of all Convention attendees into the Pepsi Center Licensed Premises and Media Workspace Structure, during the Convention Period and during a period of time prior to the Convention Period as shall be provided in the Security Plan.

4.5. Public Streets and Walks. During the Convention Period and at other times as may be set forth in the Security Plan, the City and County of Denver shall restrict to exclusive use of DNCC and such other persons as DNCC alone may authorize, such streets and sidewalks as may

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be designated in the Security Plan for purposes of protecting public safety and facilitating transportation flow. The City and County of Denver shall erect and place such fences and other barricades when and as may be provided in the Security Plan.

4.6. Demonstration area. To the extent permitted by law, the City and County of Denver shall provide security for an appropriate demonstration area within appropriate proximity of the Pepsi Center Licensed Premises and shall be responsible for scheduling and issuing any required permits for all activity to take place within such demonstration area, in accordance with the Security Plan.

4.7. Security Liaison. The City and County of Denver shall designate and provide a high ranking law enforcement officer (or officers) to plan and supervise all such security services, to serve as liaison to the Host Committee, DNCC, and Arena Company personnel, to cooperate with the United States Department of Homeland Security (and its subsidiary divisions and agencies including but not limited to the U.S. Secret Service) and such other federal, state and local law enforcement and emergency services agencies as may be involved in developing and implementing the Security Plan, and to coordinate with such security personnel as the Host Committee, Arena Company and/or DNCC may provide within and without the Convention Facilities. The designated officer (or officers) shall be available on a twenty-four hour basis by cellular telephone beginning on July 7, 2008.

4.8. Transportation liaison and planning. The City and County of Denver will assign an appropriate City and County of Denver official or consultant to assist in planning, coordinating and implementing all transportation services and to serve as liaison with DNCC,

Host Committee, and Arena Company personnel commencing on the date of execution of this Agreement. The City and County of Denver shall assign such personnel as are reasonably required to help plan and implement the provision of the transportation services contemplated in this Agreement, and to help design plans for overall transportation coordination during the Convention.

5. HOST COMMITTEE / ARENA COMPANY SECURITY AND TRANSPORTATION OBLIGATIONS

5.1. During the Unlimited Access Period, access credentials will be issued only by the DNCC and only to individuals approved by the DNCC subject to the provisions of section

6.2.2. During the Unlimited Access Period, not including the Convention Period, Arena Company will be responsible for checking access credentials at the entrances to the Pepsi Center.

5.2. During the Convention Period, security within the Pepsi Center Licensed Premises at all points inside the secured entrances to the Pepsi Center Licensed Premises shall be the sole responsibility of the DNCC, provided that Arena Company shall make available its full complement of security and guest services personnel at the expense of the Host Committee to assist the DNCC in providing security within the Pepsi Center Licensed Premises as reasonably directed by the DNCC. The DNCC shall not employ any paid security personnel within the Pepsi Center Licensed Premises, other than during the Post-Convention Period to assist in securing property, equipment and supplies during load-out.

5.3. The Host Committee shall provide an adequate number of safes or secured storage facilities for DNCC equipment at the Convention Offices and within the Pepsi Center

Licensed Premises as reasonably determined by the DNCC.

5.4. The Host Committee will provide (i) a central station monitored alarm system and a photo identification/digital access control system for staff, visitors and volunteers, for access to each of the Convention Offices, which photo identification/digital access system shall be installed and fully operational three (3) business days prior to the date on which each such Convention Office shall be required to be available as provided in Article 13 hereof; and (ii) a package scanner or scanners as mutually determined and agreed with DNCC, for the Convention Offices, including at least one package scanner for the Headquarters Office described in section 13.1 hereof during the entire period of occupancy of such office.

5.5. Transportation Obligations. The Host Committee agrees to provide:

(a) During the period beginning on the third day prior to the first day of the Convention Period through and including the third day after the last day of the Convention Period, and for 24 hours a day during the Convention Period, the use of up to 250 air conditioned buses preferably transit style lift equipped for access by persons with disabilities, and equipped with two-way radio/telephone service linked to a central dispatcher. Such buses shall be used to transport conveniently Convention attendees from the airports to their housing accommodations and the Convention Facilities and to provide shuttle service among the Convention Facilities and hotel room accommodations; and shuttle service, during the Unlimited Access Period, for Convention staff between the Convention Offices and the Pepsi Center Licensed Premises and Media Workspace Premises, and between the Convention Offices and other Convention Facilities as needed. Such bus service shall be supplemented if necessary with accessible vans to the extent

service for persons with disabilities is mutually deemed to be inadequate by the Host Committee and the DNCC;

(b) fuel, registration, parking, insurance and drivers for up to 50 vehicles (but not the vehicles themselves, which shall be provided or obtained by DNCC) , for up to 12 months prior to the commencement of the Convention Period; and fuel, registration, parking, insurance and drivers for up to three hundred fifty (350) vehicles (but not the vehicles themselves, which shall be provided or obtained by DNCC) during the Unlimited Access Period; and

(c) transportation for Convention attendees between DIA and the Convention hotels. The Host Committee shall contract with an existing shuttle company to provide 7,000 round trip coupons to transport delegates, alternates and staff to and from the airport. The coupons shall be valid for airport transportation during the period from and including August 21, 2008 through and including August 31, 2008.

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6. LICENSES OF PREMISES

6.1 Pepsi Center License and Fees.

6.1.1 License. Subject to the terms and conditions set forth herein, Arena Company hereby grants to the DNCC the limited license and privilege to use, for the sole purpose of conducting the Convention, all areas of the building known as the "Pepsi Center," located at 1000 Chopper Circle, Denver Colorado 80204 (the "Pepsi Center "), other than those areas set forth in Exhibit D and depicted in the drawing included in Exhibit D as being retained by Arena Company or any third party (the "Excluded

Areas"), and all areas in and around the Pepsi Center in which Arena Company, as of the date of this Agreement, enjoys any right, license or easement whatsoever (to the extent of Arena Company's rights thereunder) including but not limited to the Convention Hall, all meeting rooms, restaurants, lounges, clubs, concourses, offices (except as described in Exhibit D), common areas, merchandising stands, both permanent and portable, elevators, escalators, parking garages and lots, and warehouse and storage space contained in or appurtenant to the Pepsi Center, all rooms, spaces and facilities to be constructed or provided pursuant to section 8 of this Agreement, all utility, electrical, mechanical, cable trays, cabling and wiring, and other systems contained in or used in connection with the Pepsi Center, all driveways, ramps, doors, docking facilities and other support facilities used in connection with the Pepsi Center, except to the extent necessary for routine maintenance and operation; all equipment, furnishings and fixtures of whatever description now or hereinafter present in the Pepsi Center and/or necessary to its operation, except for such equipment, furnishings and fixtures as are contained in the Excluded Areas or are otherwise described in Exhibit D; and all land contiguous to the Pepsi Center which, as of the date of this Agreement, is owned or controlled by Arena Company as delineated in Exhibit E hereto, including but not limited to the areas designated therein as the parking lots ("Parking

Lots") (all of the areas, spaces and structures described in this section 6.1, except for the Excluded Areas, being referred to collectively as the "Pepsi Center Licensed Premises").

6.1.2 Arena Company Expenses. Host Committee agrees to pay Arena Company rent of six hundred fifty thousand dollars (\$650,000) per week for use of the Pepsi Center Licensed Premises during the Unlimited Access, Convention and Post-Convention Periods. Within 60 days of the execution of this Agreement, the Host Committee will pay Arena Company one million dollars (\$1,000,000) as part of the rent due under this agreement. Fifty percent (50%) of the remaining balance due shall be paid to Arena Company by Host Committee on or before March 1st, 2008 and the remainder of the balance due shall be paid by Host Committee to Arena Company on or before June 1st, 2008 .

6.1.3 Suiteholders and Sponsors. Arena Company and Host Committee shall work together in good faith to persuade suiteholders to forego use of their suites, and to persuade sponsors to forego their sponsorship rights, during the Unlimited Access, Convention and Post Convention Periods without compensation of any kind. All releases from suiteholders and sponsors, in such form as is reasonably deemed necessary by Arena Company, shall be obtained on or before September 1, 2007. To the extent any suiteholder(s)

or sponsor(s) has not provided such release, Host Committee shall pay to Arena Company, on or before July 1, 2008, in addition to all other amounts payable by Host Committee to Arena Company hereunder, an amount which shall not exceed the lesser of (i) one million five hundred thousand dollars (\$1,500,000) or (ii) fifteen percent (15%) of (a) the aggregate amount of the annual suite lease payments made (or owed) by all suiteholders who have not provided such releases as of September 1, 2007, plus (b) the aggregate amount of the annual sponsorship payments made (or owed) by all sponsors who have not provide such releases as of September 1, 2007. In the event Host Committee fails to make any such payment owed to Arena Company on or before July 1, 2008, the amount of such payment shall be paid in accordance with the letters of credit referenced in section 3.3.3.

- 6.1.4 Pepsi Center / Arena Company Relocation Costs. Host Committee agrees to pay all costs associated with Arena Company's relocation of equipment in connection with the Convention. To the extent the DNCC or the Host Committee requests use of administrative office space in the Pepsi Center Licensed Premises and Arena Company determines that such usage will displace Arena Company employees who cannot otherwise reasonably be accommodated within the Pepsi Center Licensed Premises, Host Committee, DNCC and Arena Company will mutually negotiate in good

faith an arrangement that will avoid such displacement and, to the extent such displacement cannot be avoided, will mutually determine reasonable costs of relocating such employees, which costs will be paid by the Host Committee to Arena Company..

6.2. Access. The Host Committee and DNCC shall have access to the Pepsi Center Licensed Premises as follows:

6.2.1. Limited Access. During the Limited Access Period, the Host Committee and DNCC shall have the right to enter and use the Pepsi Center Licensed Premises at times reasonably determined to be mutually convenient to Arena Company and the Host Committee and DNCC for preliminary studies and surveys, and such preliminary construction and installation activities as may be desired/required by the Host Committee and DNCC and other persons (including media) approved by DNCC, in such manner as not to interfere, in the reasonable judgment of Arena Company, with the preparation for, conduct of or viewing of any event taking place in the Pepsi Center or with (i) the operation of Pepsi Center and the business of Arena Company and authorized tenants of Pepsi Center; or (ii) the office and administrative operations of Arena Company and authorized tenants of Pepsi Center.

6.2.2. Unlimited Access. During the Unlimited Access Period, the DNCC shall have the exclusive right, at any time that DNCC or other persons (including media) approved by DNCC shall determine in its sole and absolute discretion to enter and use all portions of the Pepsi Center Licensed Premises for construction, installation, organization and all other activities related to the Convention, for the conduct of the Convention and for dismantling, removal, and

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restoration of facilities and equipment thereafter. During the Unlimited Access Period, access to the Pepsi Center Licensed Premises shall be under the exclusive control and direction of DNCC and shall be restricted exclusively to persons authorized by DNCC, provided that, DNCC shall not (except during the Convention Period) unreasonably restrict access to the Pepsi Center Licensed Premises by the Host Committee and Arena Company and their respective employees, agents and contractors with a need for such access to assist those parties in fulfilling their obligations hereunder, or unreasonably restrict access to the Pepsi Center Licensed Premises which is reasonably required by personnel of Arena Company and authorized tenants of Pepsi Center (including but not limited to ticketholders needing to view seats as part of the ticket renewal process) in order to enter and exit the Excluded Areas.

6.2.3. Post-Convention Period. During the Post-Convention Period, the DNCC and the Host Committee shall have the non-exclusive, unrestricted right to enter and use the Pepsi Center Licensed Premises for purposes of removing their property and accomplishing the Restoration Work (as defined in Article 8 hereof). During the first five (5) days of the Post-Convention Period, access to the Pepsi Center Licensed Premises shall be under the exclusive control and direction of the DNCC and shall be restricted exclusively to persons authorized by DNCC, provided that during those five days, DNCC shall not unreasonably restrict access to the Pepsi Center Licensed Premises by the Host Committee and Arena Company and their respective employees, agents and contractors with a need for such access, or unreasonably restrict access to the Pepsi Center Licensed Premises which is reasonably required by personnel of Arena Company and authorized tenants of Pepsi Center in order to enter and exit the Excluded Areas.

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6.2.4. Secured Spaces. During the Unlimited Access Period, the DNCC may designate a reasonable number of specific rooms within the Pepsi Center Licensed Premises as containing confidential or proprietary information; and Arena Company will provide the DNCC with the only set of keys to each such room, provided that Arena Company may retain an emergency set of keys to each such room. In addition, beginning on the fourteenth (14th) calendar day prior to the first day of the Unlimited Access Period, subject to the provisions of section 6.2.1., DNCC shall be afforded access to and use of a reasonable number of secured spaces or storage areas or rooms for storage of equipment and supplies, and shall be provided keys to such spaces, areas or rooms.

6.3. Assignment of Space. During the Unlimited Access Period, the DNCC will have the exclusive right to assign the right to use space in and on the Pepsi Center Licensed Premises. Any right to be granted to the DNCC under any provision of this Agreement to exclusive use of and/or access to any room, space or facility within or related to the Pepsi Center Licensed Premises shall include the right to assign such right to any other person or entity at the sole discretion of the DNCC for use in connection with the Convention.

6.4. Casualty.

6.4.1. Notification. In the event there is any damage or injury to the Pepsi Center Licensed Premises or any portion thereof as a result of a fire or other casualty, at any time from the date of this Agreement to the conclusion of the Unlimited Access Period, Arena Company shall immediately notify the Host Committee and DNCC in writing of such event, describing the circumstances of the fire or other casualty, and the estimated time it will

take to complete the repairs.

6.4.2. Inability to Restore. If, as reasonably determined by DNCC, the Pepsi Center Licensed Premises shall be rendered unusable for the purposes contemplated by this Agreement, by such fire or other casualty, except for any damage or injury due to the negligence or willful misconduct of the DNCC or the Host Committee, or their respective officers, directors, employees, invitees or agents, and the DNCC, following good faith consultations with the Host Committee, shall determine that necessary repairs cannot be effected in such a manner as not to interfere with DNCC's use of the Pepsi Center Licensed Premises when and as contemplated by this Agreement, the DNCC may, in its sole and absolute discretion, terminate this Agreement as to Arena Company by written notice to Arena Company and the Host Committee. The Host Committee retains the right to propose to the DNCC substitute facilities that are suitable for the purpose contemplated by this Agreement and the DNCC agrees, in good faith, to consider those substitute facilities. To the extent that DNCC incurs expenses as a result of the events described in this section 6.4.2 which would not have been incurred in the absence of such events, including expenses related to the investigation and consideration of alternative sites for, and relocation of, the Convention, the Host Committee shall reimburse DNCC for all such expenses. Such reimbursement shall not be included in or considered part of the Host Committee Budget and shall not be considered or counted for purposes of determining whether the Budget Cap is exceeded. The DNCC shall have the sole and final authority to determine in its sole discretion where the Convention shall be located in such circumstances.

6.5. Personal Property on Premises. The Host Committee and DNCC agree that

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all property brought onto the Pepsi Center Licensed Premises by either of them or any of their invitees shall be at the risk of that party and that Arena Company shall not be liable to either the Host Committee, the DNCC or any such invitee for any loss or damage of such property due to theft, electricity, gas, water or rain which may leak or flow from or into any part of the Pepsi Center, from fire or explosion, or from any other or similar cause whatsoever, unless such loss or damage is caused by the negligence or willful misconduct of Arena Company, its employees, agents, contractors or invitees.

6.6. CityLights Pavilion.

6.6.1. CityLights Licensed Premises. Arena Company hereby warrants and represents that Arena Company has obtained from KSE - Live Nation Promotions, LLC ("KSE – Live Nation"), for the benefit and use of DNCC and the Host Committee, at no charge to DNCC, during the period from and including 8:01 a.m. MDT on Wednesday August 20, 2008, through and including Saturday August 30, 2008, the limited license and privilege to use, for the sole purpose of conducting the Convention, all areas of the building known as the "CityLights Pavilion," located at 1700 7th Street, Denver Colorado 80204, and all areas in and around the CityLights Pavilion in which Arena Company and/or KSE - Live Nation enjoys any right, license or easement whatsoever (to the extent of their rights thereunder) including but not limited to the seating bowl, all meeting rooms, restaurants, lounges, clubs, concourses, offices, common areas, merchandising stands, both permanent and portable, sound and lighting systems, fixtures and furnishings, elevators, escalators, parking garages and lots, and warehouse and storage space contained in or appurtenant to the CityLights Pavilion, all utility, electrical,

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mechanical, cable trays, cabling and wiring, and other systems contained in or used in connection with the CityLights Pavilion, all driveways, ramps, doors, docking facilities and other support facilities used in connection with the CityLights Pavilion, except to the extent necessary for routine maintenance and operation; all equipment, furnishings and fixtures of whatever description now or hereinafter present in the CityLights Pavilion and/or necessary to its operation (all of the foregoing being hereinafter referred to as "CityLights Licensed Premises").

Notwithstanding the foregoing, if KSE – Live Nation is no longer in operation or existence as of the first day of the Unlimited Access Period, the CityLights Pavilion will not be built in its customary form, and this section 6.6.1 will be of no further force or effect, except that the land on which CityLights Pavilion was formerly located will be deemed to be part of the Pepsi Center Licensed Premises.

6.6.2. Neither Host Committee nor the DNCC shall alter or modify any structure or permanent fixture of or within the CityLights Licensed Premises without the express prior written consent of Joint Venture. Host Committee shall be responsible, at its own expense, for removing any furniture, equipment, and supplies, for cleaning the premises and otherwise for storing the CityLights Licensed Premises to their condition as of August 20, 2008.

6.6.3. CityLights Pavilion Rent. Host Committee agrees to pay Arena Company rent for the CityLights Licensed Premises of \$85,000 for use of the CityLights Licensed Premises as set forth in section 6.6.1 hereof

6.7. Convention Center

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6.7.1. City and County of Denver and Host Committee will provide, for the exclusive benefit and use of DNCC and the Host Committee, at no charge to DNCC or Host Committee, during the period from and including 7:00 am MDT August 22, 2008 through and including 11:59 p.m. Saturday August 30, 2008, the license and privilege to use, for the sole purpose of conducting the Convention, all of those areas of the building known as the "Colorado Convention Center," located at 700 14th Street, Denver, CO (the "Convention Center") listed in Exhibit F hereto (the "Convention Center Licensed Premises") and all services, facilities, equipment and supplies normally furnished to those licensed to use such areas. DNCC shall have the right to assign such areas to other users in its sole discretion. The Convention Center Licensed Premises shall be provided rent free, provided that the Host Committee shall be responsible for and shall pay to the City and County of Denver or its designee all costs of the DNCC's use of the premises ("Event Costs"). The Event Costs shall be set forth with particularity in a separate license agreement, and include without limitation all labor costs to assemble and disassemble rooms, all food and beverage costs, and all costs for electrical and telecommunications facilities required by the DNCC.

6.7.2. Neither Host Committee nor the DNCC shall alter or modify any structure or permanent fixture of or within the Convention Center Licensed Premises without the express prior written consent of the City and County of Denver. Host Committee shall be responsible, at its own expense, for removing any furniture, equipment, and supplies, for cleaning the premises and otherwise for restoring the Convention Center to its condition as of the first day of the Convention Period.

7. PEPSI CENTER FACILITIES AND SERVICES

In addition to the facilities, goods, furnishings, equipment and other properties and services listed in Article 6 of this Agreement, Arena Company hereby agrees to provide, or cause to be provided, to DNCC the following, at no charge to the Host Committee or DNCC except as otherwise specifically provided herein:

7.1. General Seating. During the Unlimited Access Period, Arena Company will provide, and DNCC shall have the use of, all permanently installed seats in the stands and skyboxes located in the Convention Hall, consisting of approximately 15,829 permanent seats and 2,500 portable seats, which portable seats are capable of being linked together. Host Committee shall pay and be responsible for obtaining and delivering up to 2,500 additional portable seats capable of being linked together. Arena Company shall be responsible, at its own expense, for setting up and removing all portable seats.

7.2. Skyboxes. Arena Company agrees to make all skyboxes and existing anchor booths in the Pepsi Center available for the exclusive use and control of the DNCC during the Unlimited Access Period; to obtain from all persons and entities owning or holding any interest in or right to use such skyboxes such licenses, leases, assignments and/or releases of such interest and rights, if any, as may be necessary to provide DNCC with such exclusive use; and to indemnify and hold the DNCC and the Host Committee harmless from and against any and all damages and liability resulting or arising from the failure to make such skyboxes available for the use of the licensees thereof; provided that, one skybox to be selected by DNCC in its sole discretion (but with a guaranteed unobstructed podium view) shall be made available during the Convention

Period for the use of the owner of Arena Company.

7.3. Multimedia Facilities. The broadcast studio and sound stage located near the loading docks and the control room, including the Avid post-production workstations and facilities therein, shall be deemed included within the Pepsi Center Licensed Premises and DNCC shall have the right to use all equipment and facilities located therein during the Unlimited Access Period. It is agreed that Arena Company shall make its personnel available to operate the equipment within the broadcast studio and control room under the direction of the DNCC. The Host Committee shall pay for the services of such personnel and such other personnel as DNCC determines are needed to be hired by or contracted for by the Host Committee to support operations in the multimedia control room.

7.4. Concessions. Arena Company shall have the exclusive right (either directly or indirectly through its concessionaires Levy Restaurants and/or Aramark Sports and Entertainment) to distribute, dispense and sell food and beverages in all areas of the Pepsi Center Licensed Premises during the Convention Period. DNCC and the Host Committee shall have the right to close any concession stand or food court during the Unlimited Access Period, , in consultation with Arena Company, and DNCC shall have the right, to be exercised in consultation with Arena Company, to limit the menu of food and beverages served during the Unlimited Access Period by any concession stand or food court. Arena Company agrees that the prices for food and beverages sold at the Pepsi Center will not be increased during the Unlimited Access Period above the highest price level otherwise in effect during the period beginning on the opening day of the 2007-2008 sports season.

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7.5. Restrooms. Arena Company shall provide that, throughout the Unlimited Access Period, the Pepsi Center Licensed Premises shall have a minimum of 18 men's, 18 women's, and five family restrooms operational and available. All restrooms will be accessible to and usable by persons with disabilities. Restroom facilities shall be cleaned and re-supplied by Arena Company throughout the Unlimited Access Period as often as necessary in order for said facilities to be maintained in accordance with the highest standards of cleanliness and utility, it being understood and agreed that while the Convention is in session, said facilities shall be cleaned and re-supplied with no less frequency than at least once every two hours.

7.6. Janitorial service. During the Unlimited Access Period, Arena Company shall cause the Pepsi Center Licensed Premises to be cleaned as necessary to assure that all facilities, spaces and rooms to be used during the Unlimited Access Period are clean and in good order during such period. During the Convention Period, Arena Company shall cause the Pepsi Center Licensed Premises to be cleaned as necessary to assure that all facilities, spaces and rooms are clean, presentable and in good order at the start of each session of the Convention, such cleaning service to include balloon and confetti clean-up.

7.7. Signage and scoreboard.

7.7.1. Arena Company signage. At the DNCC's request, Arena Company shall cause the covering, during the Convention Period, of any commercial signage or advertising display which is in any area of the Pepsi Center Licensed Premises other than signage displaying the words and logos relating to Pepsi and/or the Pepsi Center. To the extent that Arena Company is required to expend funds to fulfill its obligation under this section 7.7.1 the Host Committee

shall reimburse Arena Company for such costs. In the event the DNCC does not request any scoreboard or videoboard to be covered, the DNCC shall have the right, during the Unlimited Access Period, to make use of such scoreboards or videoboards and the personnel and facilities needed to control them. DNCC shall have the right, at no cost to the DNCC, to make use of the scoreboards and videoboards during the Limited Access Period during such walkthroughs, meetings and visits as are permitted under this Agreement during such Period. Neither the Host Committee nor the DNCC shall at any time themselves remove, relocate, alter or in any way disturb any advertising displays or scoreboards within or upon the Pepsi Center or any areas adjacent thereto without the prior written consent of Arena Company.

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7.7.2 Convention signage. The Host Committee and DNCC shall have the right to place and maintain, during the Unlimited Access Period, in the applicable portions of the Pepsi Center Licensed Premises, such signs, letterings and displays as are incident and relate to the conduct of the Convention. Arena Company shall have the right to approve exterior signage with DNCC or Host Committee sponsorship recognition to protect the interests of Arena Company founding and name in title sponsors. Prior to the conclusion of the Unlimited Access Period, the Host Committee shall remove all signs, lettering and displays from each area of the Pepsi Center Licensed Premises and shall repair any damage to the Pepsi Center Licensed Premises caused by the erection, maintenance or removal of such signs, letterings or displays.

7.8 Electrical power. Arena Company shall provide electrical capacity not to exceed that described in Exhibit I, for general use of the Pepsi Center Licensed Premises as contemplated herein during the periods of construction and other preparation prior to the Convention Period,

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during the Limited Access Period and Unlimited Access Period and during the Convention Period and Post-Convention Period, and for the lighting and electrical systems, the telephone and photocopy room and other rooms, facilities and equipment to be provided as contemplated herein. During the Convention Period, the Parking Lots which are designated by the DNCC for use for electronic media trailers, vans, satellite trucks and other media vehicles shall have access to clear regulated electrical power of 200 KVA minimum with a renewable component. Arena Company shall assume the cost of all power usage during the Limited Access Period. The Host Committee shall assume the cost of providing all power usage in excess of that provided for in Exhibit I, during the Unlimited Access Period, the Convention Period and the Post-Convention Period.

7.9. Air conditioning. During the Convention Period, the Pepsi Center building shall be air-conditioned so as to remain no higher than 72 degrees Fahrenheit, with relative indoor humidity not to exceed 50 percent, and comfortably ventilated. Such conditions are to be maintained under the conditions of occupancy and lighting intensity contemplated by this Agreement even if such conditions were maintained continuously, without interruption, throughout the Convention Proceedings Period. During the remainder of the Unlimited Access Period, those indoor portions of the Pepsi Center Licensed Premises (other than the Convention Hall) shall be maintained at 72 degrees. During the Unlimited Access Period, Arena Company shall make available 24 hours a day the services of an engineer on staff to operate, maintain and immediately repair the Pepsi Center's air conditioning system.

7.10. Water. During the Unlimited Access Period, Arena Company shall provide a

supply of hot and cold running water, sufficient for the Convention attendees and the activities contemplated by this Agreement, continuously for restroom facilities, drinking fountains, skyboxes and other installations and activities on the Pepsi Center Licensed Premises for which hot and cold running water is appropriate.

7.11. Master antenna. Arena Company shall provide DNCC, during the Convention Period, with use of the Pepsi Center's distributed RF master antenna television system.

7.12. Carts. The Host Committee shall provide fifteen (15) motorized carts for the use of the Host Committee and the DNCC within the Pepsi Center during the Unlimited Access Period.

7.13. Wheelchairs. Arena Company shall make available no less than six wheelchairs for use by the DNCC during the Convention Period.

7.14. Use of Services and Facilities

7.14.1. Limited Access Period. Arena Company shall have authority, during the Limited Access Period, to establish reasonable schedules for the use and availability of services and facilities in the Pepsi Center Licensed Premises, including without limitation entrances, exits, truck ramps, receiving areas, marshalling areas, storage areas, passenger and freight elevators, and to reasonably determine when and the extent to which the sharing of any such services and facilities is necessary or desirable. The Host Committee and DNCC agree to comply with any schedules so established and to cooperate in any sharing arrangements so determined.

7.14.2. Unlimited Access Period. During the Unlimited Access Period, the schedule for use of such services and facilities by any party shall be coordinated through Arena Company's operations department, the Construction Manager, the Host Committee's operations

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manager and DNCC's Hall Manager. During the Convention Period such services and facilities shall be under the control of the DNCC; however, the DNCC agrees to consult with Arena Company and the Host Committee to afford Arena Company and the Host Committee reasonable access to such services and facilities.

7.15. Personnel--General. During the Unlimited Access Period, the services of the personnel of Arena Company, including but not limited to operations personnel including maintenance, operations and engineering staff, shall be available during normal business hours, and thereafter as necessary, at no cost to DNCC, to perform the responsibilities of Arena Company hereunder and to assist DNCC and the Host Committee in the planning and execution of the Convention.

7.16. Limitation of Arena Company Obligations.

7.16.1. General. Except as otherwise expressly provided in this Agreement, Arena Company shall not be required to provide or pay for the personnel, services, equipment or materials necessary for the conduct of the Convention, including without limitation, any necessary construction, wiring finishing or similar such work, the arrangements for which shall be made in accordance with Article 8 hereof. Arena Company shall have no obligation to perform any construction upon, or alteration of the Pepsi Center Licensed Premises, nor shall Arena Company have any obligation to provide any extraordinary services, except as otherwise provided in this Agreement

7.16.2. Filings and Permits--Convention. The Host Committee and Arena Company shall have the responsibility to obtain and provide, at the sole expense of the Host

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Committee, all filings, permits and approvals from any federal, state or local governmental department or regulatory agency which may required for the conduct of the Convention (except for building and construction or building permits).

7.16.3. Construction Permits. Each Contractor shall be responsible for obtaining and providing, at its sole cost and expense, all filings, permits and approvals from any federal, state or local governmental department or regulatory agency which may required for any construction or other work to be performed by such Contractor.

7.16.4 Insurances. The Host Committee, at its sole expense, shall ensure that adequate provision is made to protect the Pepsi Center and the property of Arena Company, including the maintenance of insurance satisfactory in nature and amount to Arena Company. Arena Company has reviewed the insurance requirements in Article 20 hereof and agrees that said policies and coverage are acceptable for purposes of this section 7.16.4.

7.17 Emergency medical facilities. During the Convention Period, Arena Company shall provide two ambulances and fully staffed and equipped first aid offices suitable for use as emergency medical facilities, within the Pepsi Center Licensed Premises. Such facilities shall be open and available for use throughout the Convention Period, and shall be staffed with qualified medical personnel.

8. CONSTRUCTION WITHIN AND RELATED TO PEPSI CENTER; RELATED FACILITIES/AMENITIES TO BE PROVIDED BY THE HOST COMMITTEE

8.1. Definitions. As used in this Article 8, the following terms shall have the following meanings:

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"Alterations" shall mean collectively any and all additions or changes to the Pepsi Center Licensed Premises and/or Third Party Licensed Premises reasonably requested, authorized and approved by DNCC, including the installation of platforms, podiums, risers, floor decking, sub-structure false floor, decorations, carpeting, painting, special security signaling systems, electronic voting stands, offices, skybox modifications, carpeting, electronic voting stands, orchestra platform, press stands, camera fixtures and platforms, writing press stands, lighting; sound, telephone, electrical, computer, telecommunications, heating and cooling lines, conduit and equipment; the construction, relocation or demolition of any interior walls or partitions; and any work (in addition to that enumerated above) of a nature that would require a building permit from the City and County of Denver.

"Construction Work" shall mean all work necessary to complete any Alterations.

"Construction Manager" shall mean a firm specializing in construction management and/or general contracting work, with offices in the City and County of Denver, which shall be designated the construction manager for all Construction Work and Restoration hereunder pursuant to section 8.3 hereof.

"Original Condition" shall mean the condition in which the Pepsi Center Licensed Premises were in at the commencement of the Unlimited Access Period, subject to subsequent deterioration from such condition due exclusively to ordinary wear and tear. Notwithstanding the foregoing, if, at the commencement of the Unlimited Access Period, any alterations have already been made by the Host Committee or any of its Contractors or agents, the "Original Condition" shall be deemed to be, with respect to components of the Pepsi Center Licensed Premises which

are affected by such alterations, the condition which the Pepsi Center Licensed Premises would have been in at the commencement of the Unlimited Access Period but for such alterations.

"Plans" shall mean all architectural, space design, mechanical, electrical, lighting and other plans and specifications necessary for the bidding of and obtaining all requisite permits for all Construction Work and Restoration.

"Restoration" shall mean all work necessary to restore the Pepsi Center Licensed Premises to their Original Condition which is necessitated by alterations made by the DNCC, by the Host Committee, or any of their Contractors or agents, or by media users in accordance with section 8.5 hereof.

"Restoration Amount" shall mean, as of the first day of the Unlimited Access Period, shall mean) the aggregate of all amounts identified under any construction contracts entered into by the Host Committee, as of such date, for Restoration Work, plus twenty percent (20%). .

"Restoration Deadline" shall mean 11:59 P.M. MDT on September 15, 2008.

"Restoration Work" shall mean all work necessary to complete the Restoration.

8.2. Alterations. The Host Committee hereby agrees to cause to be designed and constructed at the Pepsi Center the Alterations, in accordance with specifications and schedules established by the DNCC, and otherwise in accordance with the terms and conditions of this Article 8. Arena Company hereby authorizes the Host Committee to make any and all Alterations which the Host Committee is obligated to make pursuant to the terms of this Agreement, which are authorized by the DNCC to be made at the expense of a third party or which are otherwise agreed to be made by agreement of the Host Committee and DNCC,

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provided that such Alterations are made in strict accordance with the provisions of this Article 8. and provided further that all Restoration Work which is necessitated by such Alterations and by the use of the Pepsi Center Licensed Premises is completed at the sole cost and expense of the Host Committee in accordance with the requirements of this Article 8. All Alterations may be made only from and after the commencement of the Unlimited Access Period unless Arena Company otherwise agrees.

8.3. Designation of Construction Manager; Construction Management Agreement.

DNCC shall select the Construction Manager in consultation with the Host Committee and Arena Company. The Construction Manager shall enter into a Construction Management Agreement with the Host Committee, pursuant to which the Construction Manager shall manage all Construction Work and Restoration which is required to be performed pursuant to this Agreement. The DNC shall prepare the form of the Construction Management Agreement based on AIA Form 510 and the final agreement shall be subject to the approval of Arena Company and Host Committee, not to be unreasonably withheld or delayed, and shall provide that it may not be amended without the written consent of Arena Company, Host Committee and DNCC. The Construction Management Agreement shall contain, among other provisions, provision for the following:

- (a) The Construction Manager shall be responsible for preparing, on the basis of the Plans approved pursuant to the provisions of section 8.4, a schedule for all Construction Work and Restoration Work ("Schedule"), including a plan for the Restoration work, which shall include provision for acquiring

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sufficient quantities of materials requiring advance purchase which may be necessary for the Restoration Work. Such Schedule shall be updated and supplemented as additional Plans are approved. The Schedule shall at all times give strict adherence to the requirement that all Restoration Work must be completed by the Restoration Deadline.

- (b) The Construction Manager shall participate in the Walk-throughs referred to in section 8.6 hereof.
- (c) The Construction Manager shall at all times comply with, and cause all Contractors to comply with, the insurance requirements of section 20.9_ hereof unless such requirements have been waived by DNCC with consent of Arena Company.
- (d) All procurement documents for Construction Work and all contracts entered into as a result thereof shall state separately the portion of the contract price relating to Restoration Work.
- (e) The Construction Manager shall not be authorized to perform any Construction Work unless it is in receipt of Plans therefor which have been approved in writing by the Host Committee, DNCC and Arena Company. Any changes in Plans shall require the approval of said parties.
- (f) Arena Company shall have the right to approve the bidding list for all contracts for Construction Work and Restoration Work.

8.4. Preparation of Plans.

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8.4.1. Approval and Requirements. No Construction Work or Restoration Work may be performed in the Pepsi Center Licensed Premises other than pursuant to Plans therefor, and/or change orders or modifications of original Plans, which have been approved in writing by Arena Company. All such approvals may be given only by an official designated in writing by Arena Company. All Plans and change orders shall be initially agreed upon by the Host Committee and DNCC and submitted to Arena Company for its review and approval (which shall not be unreasonably withheld). It is hereby agreed that all Plans for any phase of the Construction Work shall include a requirement that the Pepsi Center Licensed Premises be restored to their Original Condition on or before the Restoration Deadline. Arena Company shall have the unfettered right to disapprove any Plans which do not contain the foregoing requirement.

8.4.2. Time for Approval. All plans submitted to Arena Company shall be approved or commented upon by Arena Company within seven (7) business days of their receipt by the designated representative of Arena Company, except that during the period from and including the 30th day prior to the Convention Period through and including the 21st day prior to the Convention Period, such period shall be reduced to 2 business days, and during the 20 day period prior to the Convention Period, such period shall be reduced to 8 "business hours"--i.e. excluding from such calculation all hours falling after 5 p.m. and before 9 a.m. on any weekday and all hours on Saturdays and Sundays; notwithstanding the foregoing, in the event that within such 8-hour period, Arena Company notifies the Host Committee that it will be impossible to comply with such requirement, the Host Committee shall grant a reasonable extension, not to exceed two hours, to enable Arena Company to give adequate review to any proposed Plans or change

orders. The Host Committee and DNCC shall use their best efforts to cause all initial Plans to be submitted to Arena Company prior to June 1, 2008 so that the accelerated review periods are minimized.

8.4.3. Disapproval of Plans. If Arena Company disapproves any plans, designs and specifications, it shall provide in a written notice the reasons therefor in detail, except that such reasons may be provided orally during the 20-day period prior to the Convention Period. Such writing (or reasons provided orally) shall be provided to the Construction Manager on the Pepsi Center Licensed Premises or, if such individual is not on the Pepsi Center Licensed Premises, the disapproval notice shall, during the Unlimited Access Period, be delivered to a site on the Pepsi Center Licensed Premises designated for such purposes by the Host Committee and, during the Limited Access Period, to a person designated by the Host Committee and DNCC. If Arena Company fails to disapprove Plans, designs or specifications within the time periods set forth in section 8.4.2, such Plans, designs or specifications shall be deemed approved. Arena Company shall not be responsible by reason of its approval of any such Plans, designs or specifications for any defects in design or workmanship with respect to any construction in or alteration or restoration of any area in the Pepsi Center Licensed Premises, except that to the extent Arena Company makes any changes to the plans, designs and specifications, Arena Company shall be liable for any design defects and for any incremental damage to the Pepsi Center Licensed Premises resulting from such changes, except to the extent such defects or damage are due to the negligence or willful misconduct of DNCC, the Host Committee or their Contractors.

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8.5. Media Alterations. The DNCC may authorize any media outlet to construct or cause to be constructed Alterations to a skybox or skyboxes or such other spaces or facilities as are assigned by the DNCC to such media outlet; provided that, the selection of the general contractor and all subcontractors by such media outlet shall be subject to the approval of the Construction Manager; all plans for such Alterations shall be subject to the provisions of section 8.2., 8.3 and 8.4 hereof; and such media outlet shall be required to execute a user agreement with the DNCC which agreement shall be in form and substance reasonably satisfactory to the Arena Company and the Host Committee and which shall require the media outlet at its own expense to (i) identify the amount required to accomplish Restoration with respect to any such Alternations in accordance with all of the terms, conditions and requirements of this Article 8 that are otherwise applicable to Alterations performed by the DNCC and/or Host Committee; and (ii) to timely accomplish such Restoration with respect to all such alternations in accordance with all of the terms, conditions and requirements of this Article 8 that are otherwise applicable to Alterations performed by the DNCC and/or Host Committee.

8.6. Restoration; Walk-throughs.

8.6.1. Initial Walk-through. Prior to the commencement of the Unlimited Access Period, the parties hereto and the Construction Manager shall conduct an inspection of the Pepsi Center Licensed Premises ("Initial Walk-through") for the purpose of memorializing the Original Condition. The parties shall record, by written narrative and/or photographic or videotape record, as appropriate, all conditions of the Pepsi Center Licensed Premises which are damaged or in any condition other than "new" or "like new." In the event that any Alterations have

theretofore been made, the nature of such Alterations shall also be recorded and the nature of the required Restoration as a result thereof described. The record of the Initial Walk-through shall be distributed to the parties and shall be initialed by the parties hereto and the Construction Manager.

8.6.2. Second Walk-through. On the first day of the Post-Convention Period, the parties and the Construction Manager shall conduct an inspection of the Pepsi Center Licensed Premises ("Second Walk-through") for the purpose of recording, by written narrative and/or photographic or videotape records, as appropriate, all "Unanticipated Restoration Work", which shall mean and include any Restoration Work required other than Restoration Work which was contemplated solely as a result of Alterations. Such Unanticipated Restoration Work will include requirements to repair, replace or restore components of the Pepsi Center Licensed Premises which have been damaged by accident, negligence, vandalism, or any cause other than ordinary wear and tear. The record of the Second Walk-through shall be distributed to the parties and shall be initialed by the parties hereto and the Construction Manager. In the event that Arena Company reasonably determines that any Unanticipated Restoration Work may not be completed on or before the end of the Restoration Period without the use of expanded shifts, overtime or double shifts or additional contractors ("Extraordinary Measures"), the Host Committee shall approve contracts for such work which specify Extraordinary Measures.

8.6.3. Restoration Work. Immediately upon the commencement of the Post-Convention Period, the Construction Manager shall commence, on behalf of and at the expense of the Host Committee, the Restoration Work, which shall consist of all Restoration Work

included in the contracts let for the Alterations and all Unanticipated Restoration Work. The Restoration Work shall be completed reasonably promptly but in any event on or before the Restoration Deadline. Not earlier than 5 days prior to the Restoration Deadline, Arena Company may call a meeting of the parties to determine whether, based on the progress to date, it appears that any component of the Restoration Work is unlikely to be finished prior to the Restoration Deadline, and if such is the case, the Host Committee shall approve a change order in the appropriate contract or contracts incorporating such work authorizing Extraordinary Measures in order to effectuate such completion by the Restoration Deadline.

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8.6.4. Final Walk-through. On the date of the Restoration Deadline, DNCC, the Host Committee, Arena Company and the Construction Manager shall conduct an inspection of the Pepsi Center Licensed Premises ("Final Walk-Through") for the purpose of recording, by written narrative and/or photographic or videotape records, as appropriate, all incomplete aspects of the Restoration. The record of the Final Walk-through shall be distributed to the parties and shall be initialed by the parties hereto and the Construction Manager. The preparation of such record shall be without prejudice to Arena Company's rights under this section 8.6. Without limiting the rights and remedies to which Arena Company may otherwise be entitled hereunder, the Host Committee shall promptly, by authorization of Extraordinary Measures, cause all work needed to complete the Restoration Work, and that is disclosed by the Final Walk-Through, to be completed as soon as possible.

8.6.5. DNCC Responsibilities. DNCC shall cooperate in the Restoration Work by vacating the Pepsi Center Licensed Premises and removing all of its personal property as soon as

possible after the end of the Convention Period. The vacation of the Convention Hall shall be completed within 48 hours after the end of the Convention Period. In all events, the vacation of the Pepsi Center Licensed Premises shall be completed by the end of the Post-Convention Period.

8.7. Restoration Reserve Not later than the first day of the Unlimited Access Period, the Host Committee shall furnish evidence to the Arena Company of the deposit, in a segregated bank account, of a Restoration Reserve, which shall be in the amount of the Restoration Amount plus the aggregate of all amounts identified under section 8.5 hereof as being necessary to accomplish Restoration with respect to media alterations except to the extent such amounts have been bonded for the benefit of, or paid in advance to, Arena Company by media users. In the event Host Committee fails to provide evidence to Arena Company of such Restoration Reserve as of the first day of the Unlimited Access Period, then, notwithstanding anything to the contrary in this Agreement, the first day of the Unlimited Access Period will be delayed until the Host Committee provides such evidence. In the event that the Restoration Amount subsequently increases by the awarding of additional contracts or change orders, or new contracts are entered into to perform Unanticipated Restoration Work, the Restoration Reserve shall be increased accordingly. The Host Committee and DNCC hereby agree that the Restoration Reserve shall be used only for payment of the costs of the Restoration Work and for no other purpose. In addition, in the event that the Restoration Work is not completed by the Restoration Deadline, the Host Committee hereby agrees to disburse, on the first business day following the Restoration Deadline, to Arena Company, the balance of the Restoration Reserve. Arena Company shall hold such amount disbursed in a segregated account in trust for the Host Committee and shall be

entitled to disburse said funds in payment of amounts due under the construction management agreement, either at the request of the Host Committee or at the request of the Construction Manager. Upon completion of the Restoration Work, and payment in full therefore, any amounts remaining in the Restoration Reserve shall be returned to the Host Committee together with a full accounting of the disbursement of all funds.

8.8. Specific additional services and facilities to be provided, constructed and/or furnished by the Host Committee. In addition to the obligations of the Host Committee set forth under Article 7--

8.8.1. Food service. The Host Committee shall provide food service, sufficient to provide hot meals for DNCC and the Host Committee staff persons and DNCC and the Host Committee contractors (including but not limited to workers otherwise entitled to meal penalties), during the Unlimited Access Period, provided that the Host Committee shall not be required to expend therefor in excess of the amount set forth in Exhibit A. The Host Committee shall have the right to hire outside catering or food service providers to provide such meals within the Pepsi Center Licensed Premises. During the Convention Period and the seven (7) days preceding the Convention Period, the Host Committee shall provide light food and beverage service within all of the holding rooms, studios, lounge and rehearsal rooms provided for herein.

8.8.2. Pipe and drape. The Host Committee shall procure from an experienced convention decorating firm needed pipe and drape throughout the Convention Facilities.

8.8.3. Complex keys. The Host Committee will provide and pay for up to thirty

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(30) sets of keys to the Pepsi Center and CityLights Pavilion for use of DNCC staff during the time periods DNCC is to be provided access to those premises as provided herein. The costs of any re-keying expenses shall be assumed by the Host Committee.

8.8.4. Directional signage. The Host Committee will provide and pay for such directional signage in or about the Pepsi Center Licensed Premises, CityLights Licensed Premises and Third Party Licensed Premises as the DNCC shall reasonably deem necessary. All such signage shall be printed by union firms.

8.8.5. Holding rooms. The Host Committee will cause to be provided, and appropriately decorate and furnish, a minimum of four (4) holding rooms for dignitaries and honored guests, in an area or areas of the Pepsi Center to be reasonably determined by the DNCC; and will provide light food and beverage service for these rooms.

8.8.6. Staff/Production. The Host Committee will provide, and/or cause to be constructed, and will appropriately furnish and equip, a minimum of fifty (50) backstage offices for use of staff, in an area or areas of the Pepsi Center to be reasonably determined by the DNCC, and will provide furniture, office supplies and fresh water for these offices. Such offices shall have wired and wireless voice and data connectivity and cable television service.

8.8.7. Candidate space. The Host Committee will provide, and appropriately equip and furnish, a minimum of 20,000 square feet of space, with direct access to and on the same level as the Convention Hall floor, for use by candidate staff and representatives.

8.8.8 Voice Data equipment room. Host Committee will build out a room within the Pepsi Center suitable for use for voice data equipment, including additional air conditioning

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and electrical supply as required. Such room shall be at a location within the Pepsi Center to be reasonably determined by Arena Company in consultation with the Host Committee, DNCC and the telecommunications vendor(s) to be selected under Article 12 hereof.

8.8.9. Photocopy room. Host Committee shall build out and equip a room within the Pepsi Center suitable for use for photocopy machines, including additional air conditioning and/or electrical supply as required.

8.8.10. Democratic News Service studio. Host Committee will provide a minimum of 6,000 square feet of space within the Pepsi Center Licensed Premises for use as a television/radio studio, and shall build out, furnish and equip that space for use as a television, radio and internet broadcast studio, including provision of a set, lighting equipment, electrical power, sufficient HVAC and wireless voice and data connectivity and other infrastructure as mutually agreed and subject to Exhibit A hereof.

8.8.11. Makeup/Hair/Dressing Room. The Host Committee will provide and appropriately furnish and light a makeup/hairdressing room within the Pepsi Center, with direct access to and on the same level as the floor.

8.8.12. Rehearsal room. The Host Committee will construct or provide facilities (including but not limited to a mock podium) for, and will furnish, a speech/teleprompter rehearsal room, backstage from the podium, equipped with ethernet cabling and sufficient clean power, and including hot and cold beverages.

8.8.13. Speech/Teleprompter control room. The Host Committee will cause to be constructed, and will furnish and equip, a teleprompter control room, backstage and adjacent to

the rehearsal room, equipped with sufficient clean power.

8.8.14. Storage. The Host Committee shall provide and/or cause to be constructed sufficient storage space at the Pepsi Center for the basketball floors, ice resurfacing machine(s), seating removed for any reason and for other furnishings and equipment not utilized for the Convention. If sufficient space for such storage is not available at the Pepsi Center, then at the Host Committee's expense, the Arena Company shall procure space at a site other than the Pepsi Center..

8.8.15. Security offices. The Host Committee shall provide and outfit a suitable office or offices within the Pepsi Center for use by DNCC security personnel, U.S. Secret Service and other law enforcement and security personnel.

8.9. Merchandising space The Host Committee shall provide suitable space of a minimum of 3,000 square feet, easily accessible by Convention participants, for use for DNCC and Host Committee merchandising.

8.10. Requirements for certain offices and rooms. The offices and rooms described in section 8.8 shall be equipped by the Host Committee with cabling and outlets sufficient to provide wired and wireless voice and data connectivity and cable television service.

8.11. Media lots. In addition to the electrical power requirements set forth in section 7.8 hereof, the Parking Lot(s) designated by the DNCC for use for media trailers, vans satellite trucks and other media vehicles shall be equipped by the Host Committee with access to voice and data connectivity and long haul video transport.

8.12. Work requested from Arena Company. Any personnel, services, equipment or

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materials to be furnished by Arena Company other than those required to be furnished under Articles 5, 6 and 7 hereof shall be requested and authorized by such party through a Work Authorization Form in a form to be mutually agreed, signed by the Construction Manager and (in the case of a request by the Host Committee) by the Host Committee's operations manager or (in the case of work requested by DNCC) by the DNCC's Hall Manager. All such personnel, services, equipment and materials furnished by Arena Company to the Host Committee or DNCC (including any of the Host Committee's or DNCC's contractors or vendors) pursuant to any Work Authorization Form shall be paid for by and shall be at the sole expense of the requesting party at the rates specified in the Work Authorization Form. Charges for such personnel, services, equipment and materials furnished by Arena Company to the Host Committee or DNCC shall become due when the same are furnished and payment therefor shall be made within ninety (90) days after the receipt by DNCC or the Host Committee of an invoice detailing the charges for the expenses actually incurred.

8.13 Blueprints. The Host Committee will provide the production in print form and electronically, and the duplication, of all blueprints reasonably requested by the DNCC for use by DNCC staff and other users of space assigned within the Pepsi Center Licensed Premises pursuant to Article 5 hereof. Arena Company shall, on or before February 1, 2007, provide to the DNCC accurate blueprints in electronic (CAD) form of the Parking Lot(s) designated for use by the DNCC for media trailer, vans, satellite trucks and other media vehicles and, on or before the first day of the Unlimited Access period, shall mark Parking Lot(s) with reference points keyed to such blueprints.

9. MEDIA WORKSPACE STRUCTURE

9.1. Construction of Media Workspace. The Host Committee agrees to construct a demountable building or buildings (the "Media Workspace") on a Parking Lot or Lots adjacent to the Pepsi Center, to be determined by the DNCC, for the use of the media, in accordance with the following requirements and otherwise in accordance with specifications to be mutually developed by the DNCC, in consultation with the Host Committee and the Arena Company. The Media Workspace shall be completed and ready for occupancy and use no later than 12:01 a.m. MDT August 10, 2008. While under construction the Media Workspace shall be available to the DNCC and such persons as are authorized by the DNCC during the Unlimited Access Period. All materials necessary for construction of the exterior of the Media Workspace shall have been procured by the Host Committee for delivery no later than February 1, 2008.

9.1.1. Minimum of 220,000 square feet of useable space comparable to rentable area in a commercial building;

9.1.2. Provision of electricity, restroom and kitchen facilities, air conditioning and ventilation and char service at the levels normally provided for office tenants of a commercial office building;

9.1.3. Lighting adequate for work of the nature to be performed in the Media Workspace, of no less than 100 candle foot minimum;

9.1.4. Hard walls and doors;

9.1.5 Running water and restroom facilities reasonably adequate for the number of persons to be accommodated;

9.1.6. Ease of access into and out of the Pepsi Center; and

9.1.7. Wired and wireless voice and data connectivity and access to cable television service.

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9.2. Buildout. The Host Committee hereby agrees to cause to be designed and constructed, within the Media Workspace Premises, such temporary offices, work spaces, common areas and other facilities, including carpeting, and to provide such electrical distribution, wiring, supplemental air conditioning, ventilation and lighting, and other improvements and facilities, as are requested and specified by DNCC (the "Media Workspace Buildout"), subject to Article 3 hereof.

9.2.1. All plans for any phase of the Media Workspace Buildout, and any change orders, shall include a requirement that the parking lot on which the Media Workspace is located be restored to its condition in which such parking lot was in at the commencement of the Unlimited Access Period, subject to subsequent deterioration from such condition due exclusively to ordinary wear and tear ("Media Workspace Lot Original Condition").

9.2.2. Immediately upon the conclusion of the Convention Period, the Host Committee shall cause to be commenced the work needed to restore the parking lot on which the Media Workspace was located to the Media Workspace Lot Original Condition. The Host Committee and the DNCC shall cooperate in the restoration work by taking all means possible to cause the media representatives to vacate the Media Workspace and to remove all of their property as soon as possible after the end of the Convention Period.

9.2.3. The development and approval of plans for the Media Workspace Buildout shall not require the approval of the Arena Company.

9.3. Electrical power. The Host Committee will assume the costs of providing power

distribution and power usage (including any applicable utility surcharges) as required for general use of the Media Workspace, beyond that normally provided by Arena Company through the phase panel made normally available to the Parking Lots, during the periods of construction and other preparations prior to the Convention Period, during the Unlimited Access Period, and during the Convention Period and Post-Convention Period, and for air conditioning and for the cabling, telecommunications and other electrical systems to be provided as contemplated herein.

9.4. Janitorial service. During the Unlimited Access Period, the Host Committee shall cause the Media Workspace to be cleaned as necessary to assure that all facilities, spaces and rooms in the Media Workspace are clean, presentable and in good order.

9.5. Directional signage. The Host Committee will provide and pay for such directional signage in or about the Media Workspace as the DNCC shall reasonably deem necessary.

9.6. Office keys. The Host Committee will provide and pay for up to thirty (30) sets of keys to the Media Workspace for use of DNCC staff during the time periods of use and occupancy by the DNCC as provided herein. . The costs of any re-keying expenses shall be borne by the Host Committee.

10. PRODUCTION

10.1. Production hardware and related services. The Host Committee agrees to pay or provide for the following items and/or services in accordance with requirements and specifications to be determined by the DNCC, subject to the provisions of Article 3:

(a) a lighting system and the services of lighting consultants and a lighting designer to operate the system;

(b) an audio system (including but not limited to microphones at each delegation and all audio feeds) and the services of audio consultants and an audio designer to operate the system;

(c) an in-house wireless communication system for use by production personnel;

(d) a teleprompter system with captioning capabilities, and the services of consultants to design and operators to operate the system;

(e) a LED, digital video or similar projector system, to be determined by DNCC, and screens/monitors, and the services of consultants to design and operators to operate the system;

(f) the design and construction of the podium, the podium backdrop and/or other podium effects (e.g., plasma wall) and related wiring and cabling, safety features such as sprinkler systems, HVAC conduits, rehearsal room podium and related facilities; and

(g) the use of digital high definition television cameras, video editing equipment, other video production equipment and cable systems and satellite uplink facilities (in addition to those permanently installed in the Pepsi Center).

10.2. Production design. The Host Committee agrees to provide the following items and/or service in accordance with requirements and specifications to be determined by the DNCC, subject to the provisions of Article 3:

(a) the services and related expenses of a production designer, who shall report to the management of DNCC;

(b) the design, production, installation and removal of all flags, banners and other Convention decorations, within and directly outside the Pepsi Center, all under the direction of the DNCC's production designer;

(c) a backstage wheelchair lift to the podium level;

(d) all items relating to production effects;

(e) all items related to the Convention's balloon and/or confetti drop(s);

(f) design, production, installation and removal of all delegation placards;

(g) design and construction of cameral platforms and writing press stands in accordance with DNCC requirements;

(h) design, construction and installation of electronic voting and communication stands in accordance with DNCC requirements; and

(i) all necessary production control personnel, including camera persons, grips, video control and tape operators, audio and video maintenance engineers, chyron operators, video and utility personnel, riggers, gaffers, property master and such other production assistants as may be required by applicable union rules.

10.3. Executive producer.

10.3.1. In the DNCC's discretion, the DNCC may require the Host Committee to enter a contract with an executive producer to be selected by DNCC, providing that such executive producer shall contract and pay for the goods and services required under this Section 10. Such contract shall be drafted by the DNCC; shall be negotiated with the executive producer by the DNCC, with the final terms subject to approval of the Host Committee, such approval not to be unreasonably withheld; and shall provide for the executive producer to assume responsibility for arranging for and overseeing the provision of goods and services related to those production elements of the Convention for which the Host Committee is responsible that

are set forth on Exhibit A. In the event that the DNCC submits such contract for approval to the Host Committee and the Host Committee fails to respond within seven (7) calendar days with a approval or specific objections, such contract shall be deemed approved. The contract shall provide that the responsibilities of the executive producer will include:

- (i) preparing all production-related schedules and coordinating overall scheduling of construction and production elements with the Host Committee, the DNCC's Production Manager and Hall Manager, the Construction Manager, and the Arena Company's production liaison;
- (ii) working in consultation and coordination with the DNCC's Production Manager and Hall Manager and the Construction Manager, the Arena Company's production liaison and the electrical, mechanical and/or other contractors regarding specifications for all elements set forth in Construction project line items and the Production category in Exhibit A, at the Pepsi Center;
- (iii) drafting requests for proposals for certain construction and production-related contracts, including without limitation contracts for design and construction of the podium, camera platforms, orchestra platforms and other sets and physical structures within the Pepsi Center Licensed Premises, lighting, sound; and overseeing and implementing the selection of contractors for such contracts and the preparation of scope of work and other terms for such contracts;
- (iv) administering all such contracts in coordination with the DNCC Production Manager and Hall Manager and the Construction Manager, and the Arena Company's production

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liaison;

(v) preparing, tracking and monitoring budgets for all aspects of the production and construction projects elements set forth in Exhibit A;

(vi) taking all necessary and appropriate steps to ensure that all union requirements are met with respect to production and related construction operations;

(vii) coordinating the operations and scheduling of contractors and vendors to ensure that load-in, show operation and load-out are appropriately and efficiently coordinated at the Pepsi Center; and

(viii) supervising and overseeing operation of the production offices at the Pepsi Center

10.3.2. In the event that the DNCC requires the Host Committee to contract with an executive producer, the DNCC, the Host Committee and the executive producer shall agree on a production budget including all items of goods and services, the contracting and payment for which the executive producer shall be responsible. The Host Committee's contract with the executive producer shall provide for periodic payments by the Host Committee to the executive producer, in such amounts and at such times as shall be set forth in the contract, which amounts the executive producer shall use to pay vendors with which the executive producer has contracted. The executive producer shall render a full accounting to the Host Committee of all amounts received and spent by the executive producer. In addition, the executive producer shall be responsible, under the contract, for providing all documentation reasonably required by the Host Committee to enable the Host Committee to comply with the terms and conditions of this Agreement and the regulations of the Federal Election Commission. All contracts between the

executive producer and vendors shall be subject to the approval of the DNCC and the Host Committee, such approval not to be unreasonably withheld. In the event that any such contract has been submitted to the Host Committee for approval and the Host Committee fails to respond within five (5) working days with approval or specific objections, such contract shall be deemed approved by the Host Committee. The Host Committee's contract with the executive producer shall contain such other terms and conditions as may be mutually agreed among the DNCC, the Host Committee and the executive producer.

11. TECHNOLOGY

11.1. Computer networks. The Host Committee shall provide and/or purchase, and provide for the installation of, wireless local area networks connecting users within the Convention Facilities and other locations to be mutually agreed by the DNCC and the Host Committee, and a wide area network connecting all such LANs with each other. The wireless LAN's must support open standard to enable multi-vendor connectivity and support all of the types of wireless enabled devices to be provided hereunder; and have a minimum bandwidth of 54 MB/second. Subject to the provisions of Article 3 and Exhibit A hereof, the DNCC reserves the right to modify any of the specifications or requirements set forth in this Article 11 for any reason including to reflect advances in applicable technology between the date hereof and the time the systems and networks to be provided herein are installed.

11.1.1. Network servers must be accessible by PC's and wireless enabled laptops and must be capable of daily back-up; have redundancy sufficient to prevent any single point of failure from disabling normal network operations; recovery in four hours or less; and ability to

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administer enterprise systems and services.

11.1.2. Wide Area Network systems must link the Headquarters Office, Pepsi Center Licensed Premises, headquarters hotel and all of the other Convention Offices with each other with connections to the Internet; and must include a dedicated and secure high-speed connection devoted exclusively to hosting and updating a public Web site and private line connection to its co-location facility or hosting/service provider; and a virtual private network to allow staff securely to access DNCC technology infrastructure features and services.

11.1.3. Each of the Convention Offices shall be equipped with a modern structured cabling system with quad voice, data (2 voice/2 data) and a single CATV, utilizing a minimum of CAT 6 cable for all data cabling; and with all office wiring terminated on patch panel and a minimum bandwidth of 100 mb.second.

11.1.4. Host Committee shall provide all required network installation personnel, wiring and cabling, warranty maintenance, surge suppressors and similar equipment; and shall provide technical and maintenance support for all network systems and equipment including all computers, peripheral and other devices and cabling and connectivity devices and elements.

11.2. Hardware and software items. The Host Committee shall provide and/or purchase the following items of hardware and software for inclusion and use in the computer networks described in section 11.1 and otherwise for use by DNCC staff, in accordance with a schedule to be determined by the DNCC that shall reasonably reflect the incremental build-up of staff and workflow; provided that, no less than ten percent of the minimum number of items required in each category shall be available for the Headquarters Office as of the date such Headquarters

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Office is required to be available hereunder:

(a) A minimum of 400 personal computers, meeting current industry standards, featuring the latest available Intel microprocessors with a minimum of 120 GB hard drive; 1 GB RAM memory; CD-RW/CD-ROM drive; DVD-R drive; 64 MB mainstream graphics card; analog PC/TV receiver; 10/100/1000 NIC; speakers; USB 2.0 ports; mouse, keyboard; and 17" flat screen and panel monitor;

(b) A minimum of 250 wireless enabled laptop computers with modems, with Intel Pentium 4 or Centrino 2.4 GHz processor; 1 GB RAM memory; 80 GB hard drive; weighing no greater than 5.5 pounds; wireless networking card; modem for remote dialup; extra battery, carrying case and virtual private network to provide secure network; internet and e-mail access via remote location; port replicator for office docking; 12" LCD flat panel/flat screen monitor. mouse and keyboard, lock and key;

(c) A minimum of 150 black and white laser printers that are network enabled; capable of printing 40 pages per minute; support multiple paper sizes; duplex; and support widely used print languages.

(d) A minimum of 40 color printers with 24 bit color resolution; network enabled; capable of printing 20 pages per minute; supporting multiple paper sizes; presentation quality output; duplex; and supporting widely used print languages.

(e) A minimum of 40 photocopiers that are network-enabled; capable of printing 55 pages per minute; support multiple paper sizes; and of collating, stapling and 2-sided printing, and equipped with network scanner, faxing and e-mailing functionality.

(f) A minimum of 20 scanners meeting the following minimum specifications: 1200 dpiX2400 dpi resolution; 24 bit color; 8.5”X11” document size; 20-age document feeder; and USB 2.0 compatible.

(g) A minimum of 20 digital cameras meeting the following minimum specifications: 7 megapixel resolution; 512 MB memory storage; LCD display; 6X optical zoom; and USB compatible.

(h) Adaptive equipment to accommodate persons with disabilities, in accordance with specifications to be provided by the DNCC, including Braille printers and large print capability and a closed circuit reading system;

(i) A minimum of 5 LCD projectors with no less than 2000 ANSI lumens and weighing no more than 5 pounds, with 5 portable anchor speakers with stands and 5 portable projection screens;

(j) Software including latest versions of business enterprise software with the following functionality at a minimum: file sharing, word processing, spreadsheets, presentations, databases, email/contact management/calendaring, web browsing, instant messenger, project management, visual diagrams, accounting, author/editing audio video and picture, all with proper licenses and documentation;

(k) Adaptive software for persons with disabilities;

(l) A computer aided design system with the capacity to serve at least 30 workstations, at the Headquarters Office at least nine months prior to the first day of the Convention Period;

(m) Electronic wire services and information sources as reasonably specified by the

DNCC;

(n) Internet and e-mail capabilities as part of the LAN systems, available on all computers and laptops to be provided under this Article 11, and available at the Headquarters Office on the date such office is to be made available under section 13.1 hereof;

(o) A proprietary software program for a voting system for use in the Convention Hall, including terminals in each delegation seating area, which will allow for communications among delegations and between each state delegation and the podium, including all necessary hardware and software, including features at each terminal permitting use by persons with disabilities. which system must be operational, de-bugged and beta tested on or before May 26, 2008;

(p) A proprietary software program for a credentialing distribution system, including all necessary hardware and technical support staff, which system must be operational, de-bugged and beta tested on or before May 26, 2008, and which must meet specifications determined by the DNCC; and

(q) All necessary software and hardware to provide the DNCC with an advance and complete online presence including a website, bulk e-mailer, blogs and other interactive online communications tools, with the capability of hosting and streaming a variety of video, audio, flash animation and other interactive elements.

12. TELECOMMUNICATIONS

12.1. Telecommunications system. The Host Committee shall provide a telecommunications system including such features as the DNCC shall reasonably request and otherwise meeting specifications to be established by the DNCC, with including the following

elements:

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- (a) a central private branch exchange for a minimum of 2,000 lines meeting the following minimum specifications: caller ID; hold, speaker phone; conference call; multiple line access; voice mail; LCD display; plug and play installation; volume control/mute; paging; headset jack; features to enable use by persons with disabilities; and the ability to integrate with VoIP and ISDN PRI circuits; and ability to accommodate a call center to manage all inbound caller, linked to a smaller call center if necessary, provided that no fewer than 25 such lines shall be available and operational as of the first day the Headquarters Office is to be made available pursuant to section 13.1 hereof;
 - (b) A minimum of 40 conference room phones that meet the following minimum specifications: telephone switch/PBX ready; analog (POTS) line accessible; 360 degree room coverage; full duplex speaker; plug and play installation; optional extension microphones; multiple line access; and LCD display;
 - (c) Provision of all fiber, cable and wire distribution to make such telecommunications system operable in accordance with DNCC's requirements, including availability of installation and repair crew available to work overtime as needed.

12.2. Other facilities and services. The Host Committee shall provide the following additional items, at least ten percent of which shall be available to DNCC at the Headquarters Office as of the first day such Headquarters Office to be available pursuant to section 13.1 hereof::

(a) A minimum of 50 fax machines that meet the following minimum specifications: switch network or dedicated analog (POTS) line; plain paper; laser printing; 1200 dpi resolution; 30 scans per minute scanner; 20 pages per minute laser printer; 50 sheet document feeder; legal and standard paper reservoir; caller ID; auto-dial, speed dial and programmed memory dial; and LCD display;

(b) A cellular phone system (including equipment and service) for a minimum of 250 individual users, outfitted with the current standard cellular data applications, and meeting the following minimum plan specifications: national access plans with free long distance; digital service; caller ID; integrated camera; three-way calling; voicemail; and text, picture/mobile messaging. Cell phone units shall include the following minimum features: 3.0 G service; 8 hour talk time; 48 hour of stand by time, rechargeable battery, bluetooth, hands free head set, caller ID; and text messaging;

(c) A minimum of 500 handheld wireless voice and data devices offering nationwide (voice/data/video) service; able to integrate with the DNCC's unified messaging system and enterprise email, calendaring, contacts, notes, and tasks; and meeting the following minimum specifications: 64 MB RAM; minimum 400 Mhz microprocessor; rechargeable battery, speaker phones and handsfree capable, Bluetooth; PC style keyboard; integrated camera, wireless sync with desktop computer applications; integrate with enterprise email client/unified messaging; and color graphical LCD screen with a minimal resolution of 320 x 320 color TFT; and

(d) A minimum of 500 two-way radios (e.g. iDEN/Push-to-talkPTT) with additional batteries and battery charger stations and meeting the following minimum specifications: proper

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FCC licensing; frequency management; 4 mile outdoor range on radio; 180,000 sq. ft. or 10 floors of indoor range on radio; 27 VHF business-exclusive frequencies; multi-channel operation with 120 interference eliminator codes; scramble feature; voice-activated, hand-free operational operation and hand-free surveillance accessories and a minimum of 150 PCMCIA wireless aircards with unlimited secure national broadband (minimum 700 kbps).

12.3. Wireless Services Reinforcement. The Host Committee shall cause no more than ten areas, buildings or complexes designated by the DNC to be reinforced by the Host Committee wireless voice, data and video service provider in order to ensure wireless devices are accessible at these locations.

12.4. Local and long-distance telephone service. The Host Committee shall provide or pay for local and long distance telephone service for the telephone systems located at the Convention Facilities.

12.5. Audio and video transmission. The Host Committee shall provide facilities and services to meet audio and video transmission requirements determined by the DNCC including satellite uplink and downlink, fiber (short and long-haul) and microwave transmission.

13. FACILITIES FOR DNCC OPERATIONS

The Host Committee shall provide or procure for the use of the DNCC the following facilities and services for officers, staff and volunteers of DNCC and affiliated organizations. The offices/spaces described in sections 13.1 through 13.6 below are referred to collectively in this Agreement as the "Convention Offices."

13.1. Headquarters Office space: A minimum of 70,000 rentable square feet of Class A

office space to be located in a building in downtown Denver, which space shall be occupied exclusively by the DNCC, for use as the DNCC's Headquarters Office. Of that space, 10,000 rentable square feet shall be available to DNCC, built out and ready to occupy, no later than June 1, 2007; and the remainder shall be available on a schedule to be mutually agreed, contemplating use of all 70,000 square feet during the period from and including April 15, 2008 through the 30th day after the last day of the Convention Period, and use of up to 5,000 square feet from the 31st day after the last day of the Convention Period through and including October 15, 2008. The lease of such space must provide to the DNCC the right to use and occupy such space 24 hours a day, seven days a week; and must provide for

13.1.1. The Host Committee shall execute, within sixty (60) calendar days of the date of this Agreement, with the owner of the space to be provided for the DNCC Headquarters Offices, or such owner's agent, a term sheet for the lease of such space. The Host Committee shall have executed a complete and binding lease for all such space on or before April 1, 2007.

13.1.2. The Host Committee shall cause to be constructed such buildouts and other modifications as the DNCC shall reasonably determine are necessary, subject to the provisions of Article 3 hereof, including without limitation electrical and network wiring upgrades, installation of voice and data connections, electrical outlets and supplemental electrical power if necessary.

13.2. Credentialing operations office: A minimum of 6,000 rentable square feet, at a location with ground floor street access, the location to be acceptable to DNCC and convenient to the Pepsi Center and the Headquarters Office, and separate from the Headquarters Office, to

serve as a credentialing operations office, to be available, fully built out and ready to occupy, no later than June 2, 2008 and available for occupancy through and including September 6, 2008. The Host Committee shall cause this space to be furnished and modified to serve the purposes contemplated in this section 13.2, including construction of teller counters, private offices, kitchen and restroom facilities and installation of an access control alarm system, and provision of a secured safe room for storage of credentials.

13.3. Transportation center office. The DNCC will identify a Parking Lot within the Pepsi Center Licensed Premises to serve as the DNCC transportation center. The Host Committee will supply two trailers that shall be equipped as provided in section 13.1.2 hereof, to be used during the period from and including July 28, 2008 through and including September 5, 2008. In addition to the buildout and facilities provided for in section 13.1.12 hereof, the Host Committee shall provide security fencing and other security features.

13.4. Airport transportation office and staging area. Modern office space of at least 2,000 square feet within Denver International Airport ("DIA"), to develop the plan and serve as the hub for the DNCC's greeting operation for arriving Convention participants. Such space shall be located inside the main terminal, outside of the secured area and be available exclusively for the use of DNCC during the period from and including June 1, 2008 through and including September 1, 2008. Separately, the Host Committee shall provide at least 100,000 square feet of parking space in close proximity to DIA, for use as an airport transportation office and staging area, during the period from and including June 1, 2008 through and including September 19, 2008. The Host Committee shall supply two trailers on this parking lot, with the facilities

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provided for in section 13.1.2 hereof, with security fencing and other security features, for use during that period.

13.5. Media operations office. Modern office space of at least 7,000 rentable square feet separate from the Headquarters Office and Pepsi Center Licensed Premises, to serve as the DNCC's media operations office, during the period from and including August 9, 2008 through and including September 1, 2008. In addition to the facilities and buildout specified in section 13.1.2 hereof, such media operations office shall include at least 8 separate, lockable rooms of approximately 900 square feet each for storage.

13.6. Headquarters Hotel Office. A minimum of 10,000 square feet of space within the Headquarters Hotel to serve as additional facilities for DNCC operations, during the period from and including August 10, 2008 through and including August 30, 2008.

13.7. Access. The Convention Offices shall be available for use by DNCC staff 24 hours a day, seven days a week during the period in which each such office is to be available under this Article 13.

13.8. Commitment for Convention Offices. The Host Committee shall execute, within one hundred eighty (180) calendar days of the date of this Agreement, with the owner of each space to be used for a Convention Office, or such owner's agent, a term sheet for the lease of such space. The Host Committee shall have executed a complete and binding lease for each such space on or before April 1, 2007.

13.9. Buildout, Utilities and Facilities. The Host Committee shall cause to be constructed such buildouts and other modifications in each Convention Office as the DNCC shall

reasonably determine are necessary. The Host Committee shall ensure that each Convention Office shall have connectivity to the DNCC wide area network, telephone service connected to and part of the DNC telecommunications system and shall have wireless and wired voice and data connectivity, internet connectivity and cable television service. The Host Committee shall provide, for each Convention Office, during the period in which such office is to be available as provided in this Article 13, electricity, water, heating, ventilation and air conditioning available on a 24-hour basis, 7 days per week; and janitorial service sufficient to ensure the consistent maintenance of a professional environment at all Convention Offices.

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13.10. Parking spaces. Use of a minimum of 75 parking spaces, for use of DNCC staff, at or near the Convention Headquarters Office described in section 13.1 hereof and the credentialing office described in section 13.2 hereof, of which at least 15 spaces shall be available no later than June 1, 2008, and the remainder to be available on a schedule to be mutually agreed beginning no later than June 20, 2008. Parking spaces shall be accessible 24 hours per day, seven days a week, with security and surveillance provided.

13.11. Equipment and supplies. The following items of equipment, facilities and supplies for use in the Convention Offices, in such quantities and of such types as are determined by the DNCC; provided that an adequate amount of supplies for at least 50 persons shall be available at the Headquarters Offices no later than the first day on which the Headquarters Office is to be made available to the DNCC pursuant to section 13.1 hereof:

- (a) office furnishings and related items for at least 500 staff, at Convention Offices;
- (b) office supplies for at least 500 staff;

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- (c) use of a modern, electronic postage meter and postage of at least \$25,000;
- (d) an account with a local courier service, of at least \$10,000;
- (e) an account with an overnight courier service, to be selected by DNCC, in a total amount of \$15,000;
- (f) voice, data, network structure cabling and cable television service in place (to support the networks described in section 11.1 above) no later than the first day on which the Headquarters Office is to be made available to the DNCC pursuant to section 13.1 hereof;
- (g) color television monitors and use of audiovisual equipment, including subscriptions to cable television service, and plasma television monitors for use in conference rooms;
- (h) subscriptions to newspapers, magazines and minority publications;
- (i) availability of coffee, water and other standard office beverages and vending machines;
- (j) adequate connectivity, including high capacity voice, data, wireless connectivity, at all Convention Offices, to support the systems and networks described in Article 11 above.

13.12. Transportation Passes. The Host Committee shall provide up to 350 passes, for local subway and bus transportation, for use by DNCC staff, during the period beginning on the 60th day prior to the Convention Period through and including the last day of the Convention Period.

13.13. Recycling. The Host Committee shall involve all Convention Offices and other Convention operations in a recycling program.

13.14. DNCC shall take proper care of all office space that is provided to DNCC to

ensure that upon completion of use, office space is returned in substantially the same condition in which it was initially made available to the DNCC. DNCC shall be responsible for repairing or remedying any damage beyond normal wear and tear.

14. HOTELS AND HOTEL RESERVATIONS SYSTEM

14.1. Hotel commitments. DNCC and Host Committee acknowledge that each hotel to be occupied by Convention attendees (the "Convention Hotels") has signed a letter of commitment with respect to room block, rates and other matters, which constitutes a contract between the DNCC and each such hotel. To the extent that further inspection of or completion of negotiations with hotels requires further travel by DNCC staff, the costs of such travel shall be paid by Host Committee. Host Committee shall be signatory to a contract to be concluded with owners of low cost accommodations.

14.2. Reservations system. The Host Committee will make available a computerized, Internet-accessible, citywide system capable of being used for reserving rooms and suites, as well as meeting and function spaces, in all the Convention Hotels including low-cost housing accommodations, allowing guests to register by telephone, fax and on-line; providing the DNCC in-house access to the system in order to monitor the status of reservations. Any modifications required to make any existing computer program useable for these purposes shall be made at the expense of the Host Committee. The Host Committee shall arrange for assignment of personnel of the provider of the reservation system to work at the DNCC Headquarters Office during the period in which reservations are being received and processed.

14.3. Housing applications. Host Committee agrees to provide housing applications,

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envelopes and postage to mail such applications to 25,000 Convention participants.

15. **HOST COMMITTEE FUNCTIONS**

15.1. **Host Committee functions.** The Host Committee shall perform the functions and provide the services described below:

- (a) the sponsorship and organization of hospitality and welcoming events including a number of delegation events to be mutually determined;
- (b) the sponsorship and organization of a hospitality and welcoming event for news media personnel and Convention participants attending the Convention;
- (c) the sponsorship and organization of a hospitality and welcoming event for Convention volunteers;
- (d) sponsorship of a hospitality lounge and suites during the Convention Period for news media personnel, including appropriate furnishings, long-distance telephone service, personal computers and light food and beverages;
- (e) sponsorship of a hospitality lounge and suites during the Convention Period for dignitaries, diplomats and foreign honored guests, with appropriate furnishings, security, light food and beverage service and telephone service;
- (f) sponsorship of a hospitality lounge and suites during the Convention Period for DNC, DNCC and Democratic Party and elected officials, with appropriate furnishings, security, light food and beverage service and telephone service;
- (g) the materials and staffing for welcoming and information booths to be located at sites to be agreed upon, including but not limited to Convention Hotels, transportation

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terminals and facilities during the Convention Period;

(h) a stage, sound system, operator, and electrical power for a public demonstration area for groups and organizations exercising First Amendment rights (including general area lighting and temporary restroom facilities if necessary);

(i) subject to DNCC approval, which approval shall not be unreasonably withheld, produce and assemble and deliver 20,000 promotional packets or kits with appropriate shopping and promotional materials and samples, entertainment and shopping guides, and other appropriate materials or items that local businesses may wish to provide;

(j) recruit at least 500 responsible volunteers representing a cross-section of Denver and the metropolitan area available to work for the two months preceding the Convention Period and at least 7,000 such volunteers available to work during the Convention Period, including up to 200 responsible volunteers to serve as motor pool drivers during the Convention Period, and hire senior-level coordinators of volunteers and adequate support staff to manage such volunteers, said staff to work in the Convention Offices;

(k) create and implement a plan by which young adults in the community who could not normally afford to work without compensation can participate in Convention support activities;

(l) rent and/or reserve major event facilities for use by DNCC and other party organizations for receptions and similar events, as the Host Committee may deem desirable in its discretion.

(m) provide a senior-level coordinator expert in provision of accommodations for

the disabled, which coordinator shall be subject to the approval of the DNCC, and adequate support staff to work at the Convention Offices overseeing arrangements for persons with disabilities, to work in cooperation with or under the direction of the Denver Commission for People with Disabilities;

(n) sponsor an internship program for college students;

(o) design, prepare and place such user-friendly, directional and informational signage, decorations and other materials throughout the City and County of Denver, including but not limited to, the areas of, within and immediately adjacent to DIA, the Headquarters Hotel, the host hotels, the Convention Offices and the Convention Facilities, as mutually agreed to by the Host Committee and the DNCC;

(p) prepare and disseminate such other information services for guests and the press as mutually agreed to by the Host Committee and the DNCC; and

(q) sponsor special events to be planned and implemented in consultation with the Host Committee and DNCC, provided that the Host Committee shall not be obligated to expend more than the amounts specified in Exhibit A.

15.2. Printed material. To the extent permitted by law, any printed material supplied by the Host Committee shall be provided by a firm or firms covered by union collective bargaining agreements.

15.3. Assistance with staff housing. The Host Committee will provide assistance in locating furnished housing (including accessible housing), in proximity to the Pepsi Center Licensed Premises and the Headquarters Office, for DNCC staff relocating to the Denver area. .

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16. PERSONS WITH DISABILITIES

16.1. Statutory requirements. The Host Committee, and the Arena Company with respect to the Pepsi Center Licensed Premises, shall endeavor in good faith to ensure that all of the Convention Facilities, transportation and telecommunications services and other spaces, structures, services and facilities of whatsoever nature to be provided or procured by the Host Committee under this Agreement shall meet the applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12181 *et seq.*, and the applicable provisions of Colorado law including without limitation Articles 6 and 8 of Part 34 of the Colorado Revised Statutes, the Colorado Building Code and other applicable provisions of the Constitution and Revised Statutes of the State of Colorado. In the event that it is determined by an agency or court of competent jurisdiction, prior to or during the Convention Period, that any modification or alteration to any of the Convention Facilities must be made to meet such requirements, the Host Committee shall be responsible for procuring such modification or alteration at their sole expense.

16.2 Outreach to persons with disabilities. With the assistance of the Denver Commission for People With Disabilities, and such other agencies and officials as the City and County of Denver and Host Committee may designate, the Host Committee shall:

(a) Assist in Convention planning through--

(i) ensuring that disability awareness training seminars are held for Convention staff, hotel personnel, volunteers, personal care assistants, mobility guides and readers;

(ii) working with the DNCC to make suggestions for assessing needs on the part of Convention attendees for personal assistants, mobility guides, readers and sign language

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interpreters;

(iii) assisting with making local arrangements prior to the arrival of the delegates, staff and guests;

(iv) expediting the planning and permitting process by working with the DNCC's construction manager, production manager, architects and contractors to review accessibility features and ensure their incorporation in the design and plans for all construction to be undertaken under Article 8 hereof and production elements to be provided under Article 10 hereof;

(v) making staff available to conduct site surveys of hotels with which DNCC is considering contracting for Convention use;

(b) assist visually impaired Convention participants by making Convention invitations, brochures, schedules and other Convention-related information available alternative formats such as Braille, large print and/or audio cassette;

(c) provide accessibility information on the City and County of Denver, its institutions and events;

(d) advise DNCC on features for inclusion in the information systems hardware and software items to be provided under Article 11 hereof and providing assistance and resources to enable persons with disabilities fully to avail themselves of such systems;

(e) provide trained volunteers to serve as mobility guides and readers during Convention sessions and for other Convention-related meetings and events;

(f) ensure that the electronic voting devices and all other features of the

telecommunications systems to be provided under Article 12 hereof include all features necessary to make such systems fully accessible to and usable by persons with disabilities; and

(g) provide information and assistance to facilitate use by such persons of the airport and the other transportation facilities serving the Denver area.

17. UNION LABOR

17.1. Use of union labor. To the extent permitted by law, to the extent, if any, such labor is available in the region, and except as otherwise expressly agreed by the DNCC, all services, goods, equipment, supplies and materials to be provided or procured by the Host Committee hereunder shall be performed or supplied by firms covered by current union collective bargaining agreements with the unions which have jurisdiction for the work or services to be performed.

17.2. Labor agreement. Attached to this Agreement as Exhibit H is an agreement by and among the Host Committee, DNCC, Colorado AFL-CIO, the Denver Area Labor Federation and certain signatory local unions, regarding the use of union labor and the resolution of labor disputes that may disrupt or delay the Convention or the use or operation of any of the Convention Facilities or Convention hotels.

18. OUTREACH

18.1. Outreach efforts. The Host Committee shall make every effort to identify and solicit bids from businesses owned by minorities, women and persons with disabilities as

Contractors and as employees involved in the performance of the responsibilities of the Host Committee hereunder. The Host Committee agrees to develop and implement a comprehensive community outreach plan within ninety (90) days of the execution of this Agreement.

18.2. Contracting goals. Host Committee and DNCC will use their best efforts to ensure that of the aggregate dollar value of all contracts for goods, services and supplies entered into by the Host Committee pursuant to this Agreement, no less than fifteen percent (15%) shall be awarded to minority business enterprises and no less than fifteen percent (15%) to women-owned business enterprises.

18.3. Vendor directory. Within sixty (60) days of the execution of this Agreement, the Host Committee will provide (if already prepared), or cause to be prepared, a directory, for use by the DNCC and others obtaining goods and services in connection with the Convention, which shall identify businesses owned by minorities, women and persons with disabilities, and shall be updated quarterly beginning in January 2008.

19. INTELLECTUAL PROPERTY AND MERCHANDISING

19.1. It is understood and agreed that, as among the DNCC, the City and County of Denver and the Host Committee, as between the DNCC and any Contractor to the Host Committee, as between the DNCC and Arena Company, and as between the DNCC and any Subcontractor, the DNCC shall have all copyright, trademark and other intellectual property rights in and to the Convention proceedings, the production of the Convention, all elements of the production of the Convention and of the design of the Convention Hall, and in and to the

official Convention logo and any other designs or logos developed by or for the DNCC or any Contractor or Subcontractor, for use in connection with the Convention. All of the proceedings, designs, logos, works and marks referred to or described in the preceding sentence shall become and remain the exclusive property of the DNCC and, to the extent permitted by law, shall be deemed works for hire created for the DNCC for purposes of the Copyright Law of 1976; and all copyright and any other rights in and to such writings and materials shall belong to the DNCC. The Host Committee agrees to execute and deliver, and to require and cause its Contractors and Subcontractors to execute and deliver, any instrument of conveyance or any other instrument or document necessary to transfer all such rights to the DNCC. The DNCC agrees to negotiate in good faith with the Host Committee an agreement under which the Host Committee may use a design or logo referring to the Convention or incorporating elements of the official Convention logo, provided that such agreement may restrict the Host Committee's rights as may be reasonably necessary to protect the value of the intellectual property rights described in the first sentence of this Article 19. It is understood and agreed that Arena Company shall at all times retain all copyright, trademark, and other intellectual property rights in and to the Pepsi Center name and logo and the CityLights Pavilion name and logo, and any other intellectual property rights owner or later acquired by Arena Company and not specifically related to the Convention, and that neither the Host Committee nor the DNCC shall have any right to use such name or logo or other right in or on any merchandise of whatsoever nature except as specifically authorized by Arena Company. The DNCC agrees to negotiate in good faith with the City and County of Denver an agreement under which the City and County of Denver may use a design or logo

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referring to the Convention or incorporating elements of the official Convention logo for use in promoting the City and County of Denver and for other governmental purposes.

19.2 . DNCC or its designee(s) shall have the exclusive right to sell or otherwise distribute, throughout the world, any program or other publications, novelty or souvenir of or pertaining to the Democratic Party, DNCC, DNC, or any of their affiliated organizations, the convention, the attendees, or any candidate of the Democratic Party, provided that (i) all such sales within the Pepsi Center Licensed Premises must be made through Arena Company's authorized vendors; (ii) the DNCC or its designee(s) shall supply all such merchandise; (iii) Arena Company shall be entitled to retain thirty percent (30%) of the gross revenues (exclusive of sales tax collected) derived therefrom; and (iv) Arena Company shall have the exclusive right to sell and distribute Colorado Avalanche and Denver Nuggets and other sports-related licensed merchandise within the Pepsi Center; provided further that DNCC shall have the right, at its option, to preclude Arena Company from the sale or distribution of such merchandise, in which case Arena Company shall be entitled to retain thirty-five percent (35%) of the gross revenues (exclusive of sales taxes collected) derived from the sale of DNCC's merchandise. The Host Committee shall not, without the express prior written approval of the DNCC, sell, distribute, or promote any merchandise that would infringe or violate any exclusive copyright, trademark or other intellectual property right of the DNCC (or its exclusive licensee(s)).

20. LIABILITY, INDEMNIFICATION AND INSURANCE

20.1. Indemnification of DNCC. The Host Committee agrees to defend, indemnify and hold harmless DNCC, the Democratic Party, the DNC and their affiliated organizations

(including, but not limited to, the DNC Executive Committee, 2008 Convention Technical Advisory Committee and associated technical advisors, DNC Services Corporation and Democratic Properties Corporation), together with their directors, officers, employees, agents, attorneys, volunteers, consultants and consulting staff (the "DNCC Indemnitees"), from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including accountant's and attorney's fees) which may be imposed upon, incurred by or asserted against the DNCC Indemnitees in any matter arising out of or related to:

(a) use of the Convention Facilities by DNCC or any other person or entity using the Convention Facilities with the permission of or as the invitee, licensee or guest of the Host Committee, the City and County of Denver, the Arena Company, or the DNCC;

(b) performance by the Host Committee or the City and County of Denver of their obligations under this Agreement, or any agreements entered into by the Host Committee with Contractors, or by those Contractors with subcontractors at any tier, or otherwise relating to performance under this Agreement;

(c) loss of or damage to any item of equipment, personal property or supplies furnished to the DNCC by, at the expense of, or as an in-kind donation to or for the benefit of, the Host Committee, whether or not covered by insurance;

(c) any other acts or omissions of the City and County of Denver, the Host Committee, the Arena Company or their officers, employees, agents, Contractors, other contractors, subcontractors or vendors at any tier, or

(d) any other activities (including activities by any or all of the DNCC Indemnitees)

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contemplated by this Agreement; provided that the foregoing indemnity shall not extend to the negligent acts or omissions or willful misconduct of the DNCC Indemnitees.

20.2. Indemnification of Arena Company. The Host Committee hereby agrees to indemnify, defend and hold harmless Arena Company and its affiliated entities listed on Exhibit I hereto, and their respective officers, directors, employees, invitees, agents, partners, shareholders and members (collectively, the "Arena Company Indemnitees") from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including accountant's and attorney's fees) which may be imposed upon, incurred by or asserted against the Arena Company Indemnitees in any matter arising out of or related to (i) the breach by the Host Committee or DNCC of any of their respective covenants or representations to Arena Company under this Agreement; (ii) the negligent act or omission or willful misconduct of the Host Committee, the City and County of Denver or any of their employees, agents, contractors or invitees (including without limitation any personal injuries or death, or any damage to property); and (iii) the negligent act or omission or willful misconduct of the DNCC or its affiliates or any of their employees, agents, contractors or invitees (including without limitation any personal injures or death or any damage to property), except to the extent caused by the failure by any party (other than the Host Committee) to pay Arena Company for any personnel , utilities services, equipment and materials provided by Arena Company. Notwithstanding anything in this paragraph to the contrary, the Host Committee shall not be obligated to indemnify, defend or hold harmless Arena Company on account of the consequences of any negligence or willful misconduct of the Arena Company Indemnitees.

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20.3. Indemnification by Arena Company. Arena Company hereby agrees to indemnify, defend and hold harmless the City and County of Denver, the Host Committee, their respective officers, directors, employees, invitees and agents, and the DNCC Indemnitees, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including accountant's and attorney's fees) which may be imposed upon, incurred by or asserted against them in any matter arising out of or related to (i) the breach by Arena Company of any of its covenants or representations under this Agreement; (ii) the negligent act or omission or willful misconduct of Arena Company or its employees, agents, contractors or invitees (including without limitation any personal injuries or death or any damage to property). Notwithstanding anything in this paragraph to the contrary, Arena Company shall not be obligated to indemnify, defend or hold harmless DNCC Indemnitees, the City and County of Denver or the Host Committee on account of the consequences of any negligence or willful misconduct of the DNCC Indemnitees, the City and County of Denver or the Host Committee.

20.4. Indemnification by DNCC. DNCC hereby agree to indemnify, defend and hold harmless the City and County of Denver, the Host Committee and the Arena Company Indemnitees from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including accountant's and attorney's fees) which may be imposed upon, incurred by or asserted against the City and County of Denver, the Host Committee or Arena Company Indemnitees in any matter arising out of or related to the negligent act or omission or willful misconduct of the DNCC Indemnitees, including any breach of a contractual obligation. Notwithstanding anything in this paragraph to the contrary, DNCC shall not be

obligated to indemnify, defend or hold harmless the City and County of Denver, the Host Committee or the Arena Company Indemnitees on account of the consequences of any negligence or willful misconduct of the City and County of Denver, the Host Committee or the Arena Company Indemnitees.

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20.5. Limitation of Liability. Neither the DNCC nor the City and County of Denver shall be liable to Arena Company for the performance of any obligations, covenants or agreements to be performed by the Host Committee hereunder, as to all of which Arena Company shall be entitled to have recourse only to the Host Committee. The Arena Company shall not be liable to the City and County of Denver or to the DNCC for the performance of any obligations, covenants or agreements to be performed by the Host Committee hereunder, as to all of which the City and County of Denver and the DNCC shall be entitled to have recourse only to the Host Committee.

20.6. Limitation of Liability to Insurance Limits. No party shall be required to expend, in order to indemnify another party under or by virtue of any indemnity set forth in this Article 20, in excess of the limits and coverages of the insurance policies, of which such indemnifying party is beneficiary, named insured or loss payee under section 20.7, except that Host Committee shall be liable to indemnify DNCC as provided in section 20.1(c) without regard to whether such loss or damage is covered by insurance. Notwithstanding any provision of this Agreement to the contrary, the DNCC shall not be liable to the Host Committee or to any other party for loss of or damage to any item of personal property, equipment or supplies, it being understood that any claim whatsoever against the DNCC for such loss or damage will be covered

by insurance and, to the extent not covered by insurance, will be indemnified by the Host Committee.

20.7 Insurance. The Host Committee shall in consultation with DNCC and Arena Company obtain and maintain such policies of insurance, issued by such companies duly authorized to do business in the State of Colorado as are mutually acceptable to the Host Committee, the DNCC, and the Arena Company as are reasonable and prudent in connection with the activities contemplated by this Agreement. The Host Committee will deliver to DNCC, the City and County of Denver and Arena Company in accordance with a schedule to be mutually agreed by the Host Committee, Arena Company and DNCC, reasonably reflecting the times at which the various risks to be covered may be presented, appropriate insurance certificates and binders evidencing that such insurance policies are in full force and effect providing for at least the following coverages. The Host Committee, the City and County of Denver and each of the DNCC Indemnitees shall be named as an insured party in each and every policy described in this section 20.7 and the Arena Company Indemnitees shall be named as insured parties in the policies described in subparagraphs (a),(b),(c), (e), (g) and (i) of this section 20.7:

(a) Commercial general liability insurance with a combined single limit for bodily injury, personal injury and property damage in the amount of at least ten million dollars (\$10,000,000) per occurrence. The commercial general liability insurance policy shall cover all risks usually covered by such policies, including, without limitation, coverage for the following: (i) death; (ii) personal injury liability, including assault and battery, false arrest, false detention or imprisonment, emotional distress (if such cover is reasonably available), malicious prosecution,

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libel, slander, infringement of intellectual property rights, defamation or violation of rights of privacy, wrongful entry and eviction or other invasion of rights or private occupancy; (iii) incidental medical malpractice liability; (iv) independent contractors; (v) products and completed operations liability; (vi) premises medical payments liability; and (vii) host liquor liability; provided that, such policy may provide for appropriate exclusions for acts of terrorism and other exclusions related to terrorism as mutually agreed between the Host Committee and DNCC.

(b) Real and personal property insurance with replacement cost coverage written on a standard all-risk basis with limits sufficient to cover the full value of all property listed or described in any schedule provided by the City and County of Denver, the Host Committee, DNCC or Arena Company and located in the Denver Metropolitan Area, written on a per occurrence basis, for any damage to real or personal property, fixtures, appliances and furnishings located in the Denver Metropolitan Area and owned by the City and County of Denver, the Host Committee, DNCC or Arena Company or for which such party is legally liable, and to be used in connection with the Convention, including without limitation coverage for the following: (i) papers and records insurance covering the loss of or damage to papers, pamphlets, records, and magnetic and electronic storage media; and (ii) office contents insurance covering both rental and owned office equipment.

(c) Commercial automobile liability insurance covering owned, non-owned and hired automobiles, with per occurrence coverage of not less than five million dollars (\$5,000,000) for bodily injury and property damage expressly applicable to all motor vehicles not owned by the insured.

(d) Money and securities insurance covering all cash, checks, financial instruments and other negotiable instruments in or on the Convention Facilities against all loss, including without limitation burglary and robbery, with per occurrence limits of not less than one hundred thousand dollars (\$100,000) for each loss.

(e) Directors and officers liability insurance expressly covering all directors and officers of the Host Committee, DNCC Indemnites and Arena Company Indemnites written on a claims made basis, if available, in the amount of one million dollars (\$1,000,000) per occurrence.

(f) Voluntary worker's compensation insurance for all voluntary workers of the City and County of Denver, the Host Committee and DNCC working on Convention-related services, with limits equal to or greater than the maximum awards under the State of Colorado worker's compensation law.

(g) Umbrella or excess liability insurance with a two hundred fifty million (\$250,000,000) combined single limit for bodily injury and property damage following the form of the underlying primary commercial general liability policy.

(h) Cancellation/Relocation Coverage to indemnify DNCC for its actual net incurred expenses arising from or relating to the contingencies described in section 6.4 hereof, for a limit not less than three million dollars (\$3,000,000).

(i) Arena Company shall procure and maintain, at the expense of and with the cost to be assumed by the Host Committee, additional property insurance which will include business interruption and extra expense coverage as follows:

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- (1) coverage insuring the Alterations, both during and after the construction and/or installation thereof, and the Restoration Work, which coverage shall, with respect to the Alterations only, name the Host Committee and DNCC as named insureds and exclude any loss payee of Arena Company, including its lenders, from recovering any losses to the Alterations;
- (2) coverage insuring the Pepsi Center Licensed Premises against risks associated with the Construction Work, the Restoration Work, the Convention and the other activities of the City and County of Denver, the Host Committee and DNCC in the Pepsi Center Licensed Premises conducted pursuant thereto.

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20.8. Terms of Insurance Policies. All policies of insurance shall be in full force and effect with respect to their coverage for any occurrence during appropriate periods contemplated by this Agreement, shall require at least 30-days written notice to DNCC, the City and County of Denver and Arena Company prior to cancellation thereof, and shall include express provisions in which the insurer (1) waives its subrogation rights against, and (2) agrees to defend, the City and County of Denver, the Host Committee, the Arena Company Indemnites and the DNCC Indemnites. No policy procured shall impose any obligation upon DNCC whatsoever to pay any deductible, self-insured retention or self-insured participation in connection with any claim. Original copies of all policies shall be furnished to DNCC, the Host Committee and Arena Company as applicable.

20.9. Contractor Insurance. The Host Committee shall require in each of its agreements with any Contractor, as a precondition to payment thereunder, that such Contractor

provide a certificate of insurance naming the Host Committee, the City and County of Denver, the DNCC Indemnitees and the Arena Company Indemnitees as additional insureds on all such agreements; naming the Arena Company Indemnitees as additional insured, with respect to any Construction Work or Restoration work, and evidencing at least the following coverages with respect to all contemplated operations of such Contractor and any Subcontractors of that Contractor:

(a) Commercial general liability insurance, primary and umbrella, with a minimum combined single limit in the amount of five million dollars (\$5,000,000) per occurrence in the case of any contractor performing any part of the Construction Work (as defined in Article 7 hereof) and otherwise with a per occurrence limit to be mutually agreed.

Coverage extensions shall include:

- (i) independent contractors
- (ii) premises operations
- (iii) products and completed operations liability
- (iv) premises medical payments liability
- (v) personal injury liability; and
- (v) contractual liability.

(b) If any such Contractor is to undertake any construction, including improvements or betterments, all-risk blanket builder's risk policy to cover materials, equipment and fixtures at 100% of replacement value.

(c) Worker's Compensation and Disability Coverage maintained with respect to employees of Contractors and their Subcontractors equal to or greater than the limits required under applicable state law.

(d) Commercial automobile liability insurance covering owned, non-owned and hired automobiles, with a per occurrence coverage of not less than one million dollars (\$1,000,000).

(e) For any Contractor providing architectural, engineering, medical, legal or other services of a professional nature, professional errors and omissions coverage with per occurrence coverage of not less than five million dollars (\$5,000,000). DNCC may modify or waive specific coverages, or require additional specific coverages, for particular Contractors depending on the circumstances, subject to the reasonable approval of Arena Company.

21. COMPLIANCE WITH LAWS

In the performance of this Agreement the parties hereto shall comply, and assure that any agents, Contractors, other contractors, subcontractors and vendors engaged by them comply, with all applicable laws and regulations, including without limitation federal, state and local campaign finance laws and laws relating to fair employment practices, and shall not discriminate against any person because of race, creed, color, religion, sex, age, national origin, disability or sexual orientation. In connection with the performance of work under this Agreement, the parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin,

gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the parties further agree to insert the foregoing provision in all subcontracts hereunder.

22. REPRESENTATIONS AND WARRANTIES OF THE HOST COMMITTEE

The Host Committee hereby represents, warrants and covenants as follows:

22.1. The Host Committee has full power and authority to enter into and perform this Agreement.

22.2. This Agreement constitutes the legal, valid and binding obligation of the Host Committee enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally and by principles of public or governmental policy limiting the enforceability of indemnification provisions.

23. REPRESENTATIONS AND WARRANTIES OF THE CITY

The City and County of Denver hereby represents, warrants and covenants as follows:

23.1. The City and County of Denver has full power and authority to enter into and perform its obligations under this Agreement.

23.2. This Agreement, once fully executed, to the extent applicable to the City and County of Denver, constitutes the legal, valid and binding obligation of the City and County of Denver enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally and by principles of public or governmental policy limiting the

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enforceability of indemnification provisions.

23.3. Neither the City and County of Denver nor any person in its behalf has paid or agreed to pay any commission, percentage or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this Agreement.

24. REPRESENTATIONS AND WARRANTIES OF DNCC

DNCC hereby represents, warrants and covenants as follows:

24.1. DNCC has full corporate power and authority, to enter into and perform this Agreement.

24.2. The Agreement constitutes the legal, valid and binding obligation of DNCC enforceable in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally and by principles of public or governmental policy limiting the enforceability of indemnification provisions.

24.3. Neither DNCC nor any person in its behalf has paid or agreed to pay any commission, percentage or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this Agreement.

25. REPRESENTATIONS AND WARRANTIES OF ARENA COMPANY

Arena Company hereby represents, warrants and covenants as follows:

25.1. Arena Company has full corporate power and authority, to enter into and perform

this Agreement.

25.2. The Agreement constitutes the legal, valid and binding obligation of Arena Company enforceable with its terms except as such enforceability may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally and by principles of public or governmental policy limiting the enforceability of indemnification provisions.

25.3. Neither Arena Company nor any person in its behalf has paid or agreed to pay any commission, percentage or fee of any kind to any person or entity contingent upon or resulting from entering into or performing this Agreement.

25.4. Arena Company shall have obtained all filings, permits and approvals from any federal, state or local governmental department or regulatory agency necessary to authorize use of the Pepsi Center Licensed Premises as customarily used by other licensees.

26. TERMINATION

26.1. The DNCC, the City and County of Denver or the Host Committee may terminate this Agreement as to another party in the event that such other party materially breaches any provision of this Agreement; the terminating party has provided written notice of such material breach to the other party; and the other party shall have failed to cure or remedy such breach within 30 calendar days after receipt of such notice. In the event of termination, the terminating party shall have all other remedies available to it under applicable law.

26.2. The Host Committee and the DNCC shall each have the right to terminate this

Agreement as to Arena Company in the event that Arena Company materially breaches any provision of this Agreement; the terminating party has provided written notice of such material breach to Arena Company; and Arena Company shall have failed to cure or remedy such breach within 30 calendar days after receipt of such notice. In the event of termination, the Host Committee and DNCC shall have all other remedies available to them under applicable law.

27. ARBITRATION AND DISPUTE SETTLEMENT

Any failure to reach agreement, dispute or claim arising out of or relating to this Agreement, any modification or extension hereof or any breach hereof (including the question of whether any particular matter is arbitrable hereunder), as among the Host Committee, DNCC, the City and County of Denver and/or Arena Company shall be settled exclusively by arbitration in Denver, Colorado, in accordance with the rules of the American Arbitration Association then in force, except as modified by this Agreement. The party requesting arbitration shall serve upon the other party to the dispute or claim and upon the American Arbitration Association a written demand for arbitration stating the substance of the dispute or claim and the contention of the party requesting arbitration, and the name, address and telephone number of an arbitrator appointed by it. The party receiving such demand and the American Arbitration Association shall each appoint an additional arbitrator within 12 hours after receipt of such demand for arbitration (if the panel of arbitrators shall not previously have been designated). There shall be no pre-hearing discovery, and the arbitrators shall convene to hear the dispute or claim within 24 hours after receipt of such demand for arbitration. The hearing shall not be continued or recessed, and each party shall have one hour after commencement of the hearing to present oral

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and documentary evidence. The arbitrators shall announce an award to the parties by telephone or in person within one hour after conclusion of the hearing, shall enter an award in writing within 24 hours and shall serve notice thereof in writing upon each of the parties thereto. The parties hereto agree to abide by all awards rendered in such arbitration proceedings, and all such awards and decisions may be filed by the prevailing party with any court of competent jurisdiction as a basis for judgment and the issuance of execution thereon. Such judgment shall not be open to review except to the extent permitted by federal law. The fees of the arbitrators(s), attorney fees and related expenses of arbitration shall be awarded to the prevailing party as determined by the arbitrator(s).

28. MISCELLANEOUS PROVISIONS

28.1. Further assurances. Each of the parties hereto agrees to take or cause to be taken such further actions, to execute, deliver and file or cause to be executed, delivered and file such further documents, and to use reasonable efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement. Such actions shall include without limitation fully and effectively settling or resisting and defending against any action by any third party which would interfere with the full and timely performance of this Agreement by any party.

28.2. Liability. Nothing in this Agreement shall be construed to constitute any party to be a partner, joint venturer, employee or agent of any other party, nor shall any party have authority to bind the other in any respect, it being intended that each party shall remain an independent contractor, and except as otherwise provided herein, solely responsible for its own

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actions. The City and County of Denver and the DNCC and its affiliated organizations shall not be liable under any contracts or obligations of the Host Committee apart from this Agreement, or for any acts or omissions of the Host Committee or its officers, employees, agents, Contractors, Subcontractors or vendors at any time. The Host Committee shall not be liable under any contracts or obligations of the DNCC apart from this Agreement, or for any acts or omissions of DNCC or its officers, employees or agents at any time, except as otherwise specifically provided herein. The Arena Company and its affiliated companies shall not be liable under any contracts or obligations of the DNCC or the Host Committee apart from this Agreement, or for any acts or omissions of the DNCC or the Host Committee or their respective officers, employees or agents at any time, except as otherwise specifically provided herein.

28.3. Notices. All notices, demands, requests or other communications relating to this Agreement shall be in writing and shall be mailed by first class mail, postage prepaid, or transmitted by hand delivery, or by facsimile, addressed as follows:

If to City and County of Denver:

Mayor
1437 Bannock Street, Room 350
Denver, CO 80202
353 City and County of Denver
Telephone: 720 865 9000
Fax No.: 720 865 8787

With a copy (which shall not constitute notice) to:

City Attorney
1437 Bannock Street, Room 353
Denver, CO 80202
Telephone: 720 865 8600

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If to the Host Committee:

Honorable Elbra Wedgeworth, President
Denver 2008 Convention Host Committee
410 17th Street, Suite 1215
Denver, CO 80202
Telephone: (303) 534-6200

If to DNCC:

2008 Democratic National Convention Committee, Inc.
430 South Capitol Street, S.E.
Washington, DC 20003
Attention: Leah Daughtry, Chief of Staff
Telephone: (202) 863-8121
Fax No.: 202-863-7194

With copies (which shall not constitute notice) to:

Joseph E. Sandler
Sandler, Reiff & Young, P.C.
50 E Street, S.E. #300
Washington, D.C. 20003
Telephone: (202) 479-1111
Fax No.: (202) 479-1115

If to Arena Company:

Michael Benson
Senior Vice President, Business Affairs
Kroenke Arena Company, LLC
1000 Chopper Circle
Denver, CO 80204
Telephone: (303) 405-1312
Fax: (720) 931-2037

With copies (which shall not constitute notice) to:

Stephen Stieneker, Esq.
General Counsel
Kroenke Arena Company, LLC
1000 Chopper Circle
Denver, CO 80204
Telephone (303) 405-1344
Fax: (720) 931-2027

Each party's address may be changed by written notice to the other parties. Each notice, demand, request or other communication transmitted in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit of messenger or (with respect to a facsimile) the message confirmation being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee.

28.4. Severability. If any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity without in any way affecting the remaining provisions of this Agreement.

28.5. Survival. All representations, warranties and indemnities made in this Agreement shall survive the termination of this Agreement and any investigation, audit or inspection made by any other party.

28.6. Waiver. Neither the waiver by any party hereto of a breach of or default under any of the provisions of this Agreement, nor the failure of any party to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as

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a waiver of any subsequent breach or default of a similar nature or as a waiver of any other provisions, rights or privileges hereunder. No failure or delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

28.7. Assignment and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, provided that this Agreement shall not be assignable by any party without the prior written consent of the other parties hereto except, in the case of assignment by DNCC, to another organization affiliated with the Democratic Party.

28.8. Amendment. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement thereof is sought.

28.9 Entire Agreement. This Agreement (including the Exhibits hereto) constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written agreements, commitments, understandings or proposals with respect to the matters provided for herein.

28.10. Headings. Paragraph headings contained in this Agreement are inserted for convenient reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

28.11. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any disputes or claims relating thereto, shall be governed by and construed in accordance

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with the laws of the State of Colorado.

28.12. Execution in Counterparts. This Agreement may be executed in as many counterparts as may be desired, and it shall not be necessary that the signatures of, or on behalf of, each party appear on each counterpart. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf, of all of the parties hereto.

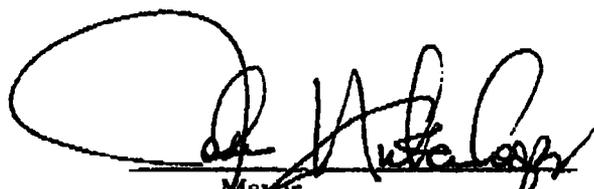
28.13. Examination of Records. The Host Committee agrees that any duly authorized representative of the City and County of Denver shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Host Committee involving transactions related to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their behalf as of the date of this Agreement.

CITY AND COUNTY OF DENVER

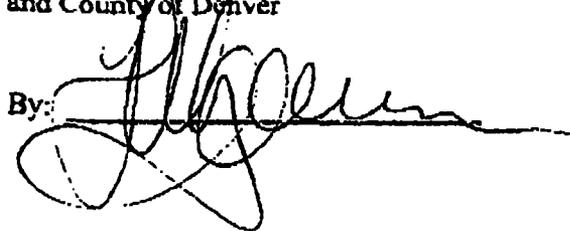
ATTEST:


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

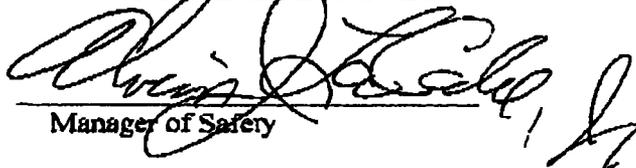

Mayor

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: 

RECOMMENDED AND APPROVED:

By: 
Manager of Safety

By: _____

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REGISTERED AND COUNTERSIGNED:

By: Wennis Gallagher
Auditor
Contract Control No. XC 80001

DENVER 2008 HOST COMMITTEE

By: Elbra Wedgeworth
Honorable Elbra Wedgeworth, President

2008 DEMOCRATIC NATIONAL CONVENTION COMMITTEE, INC.

By: Howard Dean
Governor Howard Dean, M.D., President

KROENKE ARENA COMPANY, LLC

By: Michael Benson
Michael Benson
Senior Vice President, Business Affairs

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INDEX OF EXHIBITS

Exhibit A	Budget
Exhibit B	Letters of Commitment
Exhibit C	Schedule of Cash Deposits
Exhibit D	Map of Pepsi Center Excluded Areas
Exhibit E	Map of KSE Controlled Contiguous Areas Included in Pepsi Center Licensed Premises
Exhibit F	List of Convention Center Spaces Licensed to DNCC
Exhibit G	Pepsi Center Electrical Power
Exhibit H	Labor Agreement
Exhibit I	List of Arena Company Indemnitees

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**Exhibit A
Host Committee Budget**

EXHIBIT A--BUDGET

	CASH		IN KIND	
Insurance	\$2,159,000	Non-Transferable		
Host Committee	\$3,890,000	Transferable		
Convention Complex	\$19,004,000	Transferable		
Production	\$7,281,000	Transferable		
Hotels & Other Accommodations	\$10,000	Transferable		
Office Space	\$3,000,000	Transferable		
Technology	\$398,000	Transferable	\$4,802,500	Non-Transferable
Telecommunications	\$750,000	Transferable	\$3,921,000	Non-Transferable
Transportation	\$4,110,000	Transferable	\$1,020,275	Non-Transferable
SUBTOTAL	\$40,602,000		\$9,743,775	
TOTAL COMMITMENT	\$51,426,775			
Costs not included in total:				
Security	\$1,520,000	Transferable	\$23,450,000	Non-Transferable
Host Committee Administration	\$980,000	Transferable		

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Alvarado Properties

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol, SE
Washington, DC 20003

December 6, 2006

Dear Governor Dean,

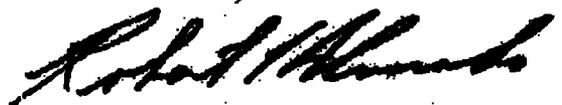
Alvarado Properties is a Colorado company headquartered in Denver. We are very honored and take great pride to confirm in writing Alvarado Properties' financial support for the 2008 National Convention in the City & County of Denver. Specifically, Alvarado Properties' confirms that it will contribute in cash and in-kind the sum of \$1 million payable to the Denver 2008 Convention Host Committee, a Colorado non-profit corporation that is operating for the purpose of supporting the 2008 Democratic National Convention in Denver.

Alvarado Properties' financial commitment is subject to and conditioned upon the following, all of which must remain true:

1. The Democratic National Committee must select the City of Denver as the host city for the 2008 Democratic National Convention.
2. Denver 2008 Convention Host Committee must be recognized as an organization exempt from income taxation under Section 501(c) (6) of the Internal Revenue Code, and it shall maintain such income tax exemption in good standing throughout the duration of Alvarado Properties commitment.
3. Mutual agreement regarding the timing of our payments and details of sponsorship recognition.

Alvarado Properties expresses its appreciation for your consideration of Denver for the 2008 Convention.

Sincerely,



Robert L. Alvarado
Alvarado Properties, LLC

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Bank of Choice

Debbie Jessup
President

November 29, 2006

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol, SE
Washington, DC 20003

Dear Governor Dean,

This letter confirms Bank of Choice's commitment of financial support for the 2008 Democratic National Convention in the City of Denver. Specifically, Bank of Choice confirms that it will contribute the cash sum of \$25,000 payable to the Denver 2008 Convention Host Committee, a Colorado non-profit corporation that is operating for the purpose of supporting the 2008 Democratic National Convention in Denver.

Bank of Choice's financial commitment is subject to and conditioned upon the following, all of which must remain true:

1. The Democratic National Committee must select the City of Denver as the host city for the 2008 Democratic National Convention.
2. Denver 2008 Convention Host Committee must be recognized as an organization exempt from income taxation under Section 501(c) (6) of the Internal Revenue Code, and it shall maintain such income tax exemption in good standing throughout the duration of Bank of Choice's commitment.
3. Mutual agreement regarding the timing of our payments and details of the sponsorship event we will be hosting.

Thank you for your consideration of Denver for the 2008 Convention.

Sincerely,

Debbie Jessup
President
Bank of Choice

Bank of Choice is a member of the FDIC. Bank of Choice is an Equal Opportunity Lender. Bank of Choice is an Equal Housing Lender.

Bank of Choice

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October 5, 2006

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol, SE
Washington, D.C. 20003

Dear Governor Dean,

The Downtown Denver Business Improvement District is honored to support the ongoing efforts of the Denver 2008 Convention Host Committee to bring the 2008 Democratic National Convention to Denver. This letter confirms the Downtown Denver Business Improvement District's in-kind support as a co-sponsor for the 2008 Democratic National Convention in the City of Denver. Specifically, the Downtown Denver Business Improvement District confirms that it will commit to increased Ambassador services: daily sidewalk/transit lane cleaning and power washing; litter, trash and graffiti removal; increased security; enhanced foliage and flower placement; special welcome buttons; increased maintenance to light poles and additional extra services on the streets in front of the Colorado Convention Center. This overall increased service plan commitment, within the Downtown Denver Business District area, to the Denver 2008 Convention Host Committee, a Colorado non-profit corporation that is operating for the purpose of supporting the 2008 Democratic National Convention in Denver, will be customized to support an event of this significance, with an estimated in-kind value of \$80,000.

The Downtown Denver Business Improvement District's in-kind commitment is subject to and conditioned upon the following, all of which must remain true:

1. The Democratic National Committee must select the City of Denver as the host city for the 2008 Democratic National Convention.
2. Denver 2008 Convention Host Committee must be recognized as an organization exempt from income taxation under Section 501(c)(6) of the Internal Revenue Code, and it shall maintain such income tax exemption in good standing throughout the duration of the Downtown Denver Business Improvement District's commitment.
3. Mutual agreement regarding the timing and details of sponsorship.

Thank you for your consideration of Denver for the 2008 Convention.

Sincerely,

John M. Desmond
Administrative Manager
Downtown Denver Business Improvement District

511 16th Street, Suite 200
Denver, Colorado 80202
Telephone: 303-534-6161
Facsimile: 303-534-2803
www.downtowndenver.com

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CH2M HILL
9191 South Jamaica Street
Englewood, CO 80112-5946
Tel 303.771.0900
Fax 720.286.0801

December 5, 2006

Governor Howard Dean
Chairman, Democratic National Committee
430 South Capitol, SE
Washington, DC 20003

Dear Governor Dean:

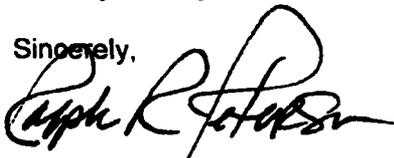
This letter confirms CH2MHILL's commitment of financial support for the 2008 Democratic National Convention in the City of Denver. Specifically, CH2MHILL confirms that it will contribute the cash sum of \$50,000 payable to the Denver 2008 Convention Host Committee, a Colorado non-profit corporation that is operating for the purpose of supporting the 2008 Democratic National Convention in Denver.

CH2MHill's financial commitment is subject to and conditioned upon the following, all of which must remain true:

1. The Democratic National Committee must select the City of Denver as the host city for the 2008 Democratic National Convention.
2. The Denver 2008 Convention Host Committee must be recognized as an organization exempt from income taxation under Section 501(c) (6) of the Internal Revenue Code, and it shall maintain such income tax exemption in good standing throughout the duration of CH2MHILL's commitment.
3. Mutual agreement regarding the timing of our payments and details of sponsorship recognition.

Thank you for your consideration of Denver for the 2008 Convention.

Sincerely,



Ralph R. Peterson
Chairman and CEO

28039841579

CH2MHILL

CH2M HILL
9191 South Jamaica Street
Englewood, CO 80112-5946
Tel 303.771.0900
Fax 720.286.9250

November 7, 2006

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol, SE
Washington, D.C. 20003

Dear Governor Dean,

On behalf of CH2M HILL, a 60-year old employee-owned firm, headquartered in Douglas County, Colorado, we are honored to support the efforts of Denver Mayor John Hickenlooper and the Denver 2008 Convention Host Committee in bringing the 2008 Democratic National Convention to Denver, Colorado. We are committed to supporting the Convention efforts with a direct financial contribution and also with in-kind support.

We are also committed to assist the Host Committee in rallying other corporations to actively support this historic event, should Denver be selected as the host of the 2008 convention. We are willing to participate as requested to assist these efforts.

Thank you for your consideration of Denver, Colorado for the 2008 Democratic National Convention.

Sincerely,



Lee McIntire
President and Chief Operating Officer
CH2M HILL

cc: Mayor John Hickenlooper
Denver 2008 Convention Host Committee

28039841580

Chipotle



December 5, 2006

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol, SE
Washington, D.C. 20003

Dear Governor Dean,

Chipotle Mexican Grill is honored to support the ongoing efforts of the Denver 2008 Convention Host Committee in bringing the 2008 Democratic National Convention to Denver. This letter confirms Chipotle's commitment of support for this significant effort and worthwhile endeavor. Specifically, on behalf of our company, we will grant a total of \$10,000 in in-kind contributions.

Chipotle's commitment is subject to and conditioned upon the following, all of which must remain true:

1. The Democratic National Committee must select the City of Denver as the host city for the 2008 Democratic National Convention.
2. Denver 2008 Convention Host Committee must be recognized as an organization exempt from income taxation under Section 501(c) (6) of the Internal Revenue Code, and it shall maintain such income tax exemption in good standing throughout the duration of Chipotle's commitment.
3. Mutual agreement regarding the timing of our contributions and details of sponsorship.

Thank you for your consideration of Denver and Colorado for the 2008 Convention.

Sincerely,

Jim Adams
Executive Director of Marketing
Chipotle Mexican Grill

28039841581

MOLSON Coors

December 12, 2006

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol, S.E.
Washington, D.C. 20003

Dear Governor Dean:

Molson Coors Brewing Company is honored to support the ongoing efforts of the Denver 2008 Convention Host Committee in bringing the 2008 Democratic National Convention to Denver. This letter confirms our financial support for this significant effort and worthwhile endeavor. Specifically, we commit to contribute a total of \$1 million by means of cash and in-kind contributions. We understand that the cash will be payable to the Denver 2008 Convention Host Committee, a Colorado non-profit corporation that is operating for the purpose of supporting the 2008 Democratic National Convention in Denver.

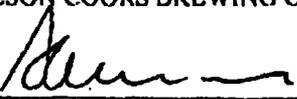
Our financial commitment is subject to and conditioned upon the following, all of which must remain true:

1. The Democratic National Committee must select the City of Denver as the host city for the 2008 Democratic National Convention.
2. Denver 2008 Convention Host Committee must be recognized as an organization exempt from income taxation under Section 501(c)(6) of the Internal Revenue Code, and it shall maintain such income tax exemption in good standing throughout the duration of Coors' commitment.
3. Mutual agreement regarding the timing of our payments and details of our sponsorship, including that of our U.S. business, Coors Brewing Company.

Thank you for your consideration of Denver for the 2008 Convention.

Sincerely,

MOLSON COORS BREWING COMPANY

By: 

Samuel D. Walker
Senior Vice President, Chief Legal Officer, and Secretary

28039841582



Comcast Cable Communications, Inc

Scott H. Binder
Senior Vice President
Colorado Market

September 19, 2006

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol, SE
Washington, DC 20003

Dear Governor Dean:

This letter confirms Comcast's commitment of financial support as a sponsor for the 2008 Democratic National Convention in the City of Denver. Specifically, Comcast confirms that it will contribute the sum of cash and services payable to the Denver 2008 Convention Host Committee, a Colorado non-profit corporation that is operating for the purpose of supporting the 2008 Democratic National Convention in Denver.

The components and associated value of Comcast's commitment are as follows:

- **Video-on-Demand (VOD):** Comcast will carry highlights of the convention on its VOD platform throughout Colorado and across the country to a significant number of its 24 million subscribers. Adding even greater value to this component is that highlights of the convention will be available to viewers at their convenience for a minimum of two months after the convention convenes.
- **VOD promotional spots:** Comcast will promote the availability of convention highlights on VOD by airing promotional spots on various channels via Comcast's cable networks throughout the country.
- **Linear coverage:** Comcast will carry some daily live coverage of the convention on many, if not all, of its cable networks across the country. The minimum value of this coverage that Comcast can guarantee at this time is \$1 million.
- **Cash: \$20,000.**

28039841583

September 19, 2006
Governor Howard Dean
Chairman - Democratic National Committee

Page 2

The services contributed would have a value in excess of \$5 million if purchased.

Comcast's financial commitment is subject to and conditioned upon the following, all of which must remain true:

1. The Democratic National Committee must select the City of Denver as the host city for the 2008 Democratic National Convention.
2. Denver 2008 Convention Host Committee must be recognized as an organization exempt from income taxation under Section 501 (c) (6) of the Internal Revenue Code, and it shall maintain such income tax exemption in good standing throughout the duration of Comcast's commitment.
3. Mutual agreement regarding the timing of our payments and details of sponsorship recognition.

Thank you for your consideration of Denver for the 2008 Convention.

Sincerely,



Scott H. Binder
Comcast Corporation

28039841584



Continuum Partners, Inc.
1430 W. Hampden Street
Denver, Colorado 80202

November 28, 2006

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol Street
Washington, D.C. 20003

Dear Governor Dean:

Continuum Partners is honored to support the ongoing efforts of the Denver Host Committee to bring the 2008 Democratic National Convention to Denver. This letter confirms Continuum's commitment of financial support for the 2008 Democratic National Convention in the City of Denver. Specifically, Continuum confirms that it will contribute \$25,000 payable to the Denver 2008 Convention Host Committee, a Colorado non-profit corporation that is operating for the purpose of supporting the 2008 Democratic National Convention in Denver.

Our financial commitment is subject to and conditioned upon the following, all of which must remain true:

1. The Democratic National Committee must select the City of Denver as the host city for the 2008 Democratic National Convention.
2. The Denver 2008 Convention Host Committee must be recognized as an organization exempt from income taxation under Section 501(c) (6) of the Internal Revenue Code, and it shall maintain such income tax exemption in good standing throughout the duration of Continuum's commitment.
3. Mutual agreement regarding the timing of our payments and details of sponsorship.

Thank you for your consideration of Denver for the 2008 Convention.

Sincerely,
A handwritten signature in black ink, appearing to read "Mark Falcone", written over the word "Sincerely,".

Mark Falcone
Continuum Partners

28039841585



October 24, 2006

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol, S.E.
Washington D.C. 20003

Dear Governor Dean,

The DIA Concessionaires Association is honored to support the efforts of the Denver 2008 Convention Host Committee and Mayor John Hickenlooper in the bid to bring the Democratic National Convention to Denver in 2008. We truly believe that Denver International Airport is an extraordinary public facility and we are extremely excited about the prospects of having delegates from all around the country visit our great city. As airport concessionaires, we will do everything in our power to ensure that we surpass your expectations, providing for an atmosphere that will encourage a successful and historic convention.

We believe that Denver is the right choice to host the 2008 Democratic National Convention for a variety of reasons. First and foremost, Denver has outstanding public and private facilities that we as a community have built and maintained, including DIA, the Pepsi Center, Invesco Field at Mile High Stadium, and RTD's light rail mass transit system. Second is the acknowledgement of the importance of the Western States in the 2008 Presidential election, a region that includes states from Kansas to California, from Montana to New Mexico. Finally, Denver, as well as the State of Colorado, is one of the country's most beautiful and friendly places and will inspire each delegate with a renewed sense of what makes America the greatest nation on Earth.

The DIA Concessionaires Association would be proud to be a part of this historic national event and we will be eager to welcome the delegates to Denver in the summer of 2008.

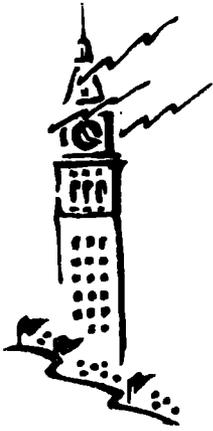
Once again, thank you for considering Denver as the host of the Democratic National Convention in 2008.

Sincerely,

A handwritten signature in black ink, appearing to read "David S. Mosteller". The signature is written in a cursive, somewhat stylized script. It is positioned above the typed name and title of the signatory.

David S. Mosteller, President
DIA Concessionaires Association
1600 Stout Street, Suite 1550
Denver, Colorado 80202

28039841586



**DOWNTOWN DENVER
PARTNERSHIP, INC.**

Downtown Denver, Inc.
Denver Civic Ventures, Inc.

Downtown Denver Partnership

October 5, 2006

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol, SE
Washington, D.C. 20003

Dear Governor Dean,

The Downtown Denver Partnership is honored to support the ongoing efforts of the Denver 2008 Convention Host Committee to bring the 2008 Democratic National Convention to Denver. This letter confirms the Downtown Denver Partnership's commitment of financial support as a co-sponsor for the 2008 Democratic National Convention in the City of Denver. Specifically, the Downtown Denver Partnership confirms that it will grant the cash sum of \$10,000 payable to the Denver 2008 Convention Host Committee, a Colorado non-profit corporation that is operating for the purpose of supporting the 2008 Democratic National Convention in Denver. Additionally, the Downtown Denver Partnership will fully support the Convention with assistance in securing office space, communication to Downtown constituents and other support services.

The Downtown Denver Partnership's financial commitment is subject to and conditioned upon the following, all of which must remain true:

1. The Democratic National Committee must select the City of Denver as the host city for the 2008 Democratic National Convention.
2. Denver 2008 Convention Host Committee must be recognized as an organization exempt from income taxation under Section 501(c) (6) of the Internal Revenue Code, and it shall maintain such income tax exemption in good standing throughout the duration of the Downtown Denver Partnership's commitment.
3. Mutual agreement regarding the timing of our payments and details of sponsorship.

Thank you for your consideration of Denver for the 2008 Convention.

Sincerely,

Tami Door
President & CEO
Downtown Denver Partnership

511 16th Street, Suite 200
Denver, CO 80202-4250
Telephone: 303.534.6161
Facsimile: 303.534.2803
www.downtowndenver.com

28039841587



ECHOSTAR COMMUNICATIONS CORPORATION

November 29, 2006

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol, SE
Washington, D.C. 20003

Dear Governor Dean,

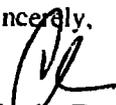
Echostar is honored to support the ongoing efforts of the Denver 2008 Convention Host Committee to bring the 2008 Democratic National Convention to Denver. This letter confirms EchoStar's commitment of financial support as a co-sponsor for the 2008 Democratic National Convention in the City of Denver. Specifically, Echostar confirms that it will grant the cash and in-kind sum of \$1.5 million payable to the Denver 2008 Convention Host Committee, a Colorado non-profit corporation that is operating for the purpose of supporting the 2008 Democratic National Convention in Denver.

EchoStar's financial commitment is subject to and conditioned upon the following, all of which must remain true:

1. The Democratic National Committee must select the City of Denver as the host city for the 2008 Democratic National Convention.
2. Denver 2008 Convention Host Committee must be recognized as an organization exempt from income taxation under Section 501(c) (6) of the Internal Revenue Code, and it shall maintain such income tax exemption in good standing throughout the duration of EchoStar's commitment.
3. Mutual agreement regarding the timing of our payments and details of sponsorship.

Thank you for your consideration of Denver for the 2008 Convention.

Sincerely,



Charlie Ergen
EchoStar

28039841588



Telephone 303-382-1800

7351 East 29th Avenue
Denver, Colorado 80238

www.StapletonDenver.com
Email info@StapletonDenver.com

September 14, 2006

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol Street
Washington, D.C. 20003

Dear Governor Dean:

Forest City Stapleton is honored to support the ongoing efforts of the Denver Host Committee to bring the 2008 Democratic National Convention to Denver. This letter confirms Forest City's commitment of financial support as a co-sponsor for the 2008 Democratic National Convention in the City of Denver. Specifically, Forest City confirms that it will contribute \$25,000 payable to the Denver 2008 Convention Host Committee, a Colorado non-profit corporation that is operating for the purpose of supporting the 2008 Democratic National Convention in Denver.

Our financial commitment is subject to and conditioned upon the following, all of which must remain true:

1. The Democratic National Committee must select the City of Denver as the host city for the 2008 Democratic National Convention.
2. The Denver 2008 Convention Host Committee must be recognized as an organization exempt from income taxation under Section 501(c) (6) of the Internal Revenue Code, and it shall maintain such income tax exemption in good standing throughout the duration of Forest City's commitment.
3. Mutual agreement regarding the timing of our payments and details of sponsorship.

Thank you for your consideration of Denver for the 2008 Convention.

Sincerely,

John Lehigh
Forest City Stapleton, Inc.

28039841589



Todd D. Munson
President
Colorado Market Manager

October 6, 2006

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol, SE
Washington, D.C. 20003

Dear Governor Dean,

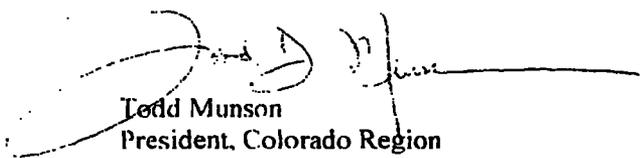
JP Morgan Chase is honored to support the ongoing efforts of the Denver 2008 Convention Host Committee to bring the 2008 Democratic National Convention to Denver. This letter confirms JP Morgan Chase's commitment of financial support for the 2008 Democratic National Convention in the City of Denver. Specifically, JP Morgan Chase confirms that it will grant the cash sum of \$100,000 payable to the Denver 2008 Convention Host Committee, a Colorado non-profit corporation that is operating for the purpose of supporting the 2008 Democratic National Convention in Denver. Additionally, if Denver is chosen as the host city for the 2008 Democratic National Convention, JP Morgan Chase will also discuss additional, in-kind contributions with the Denver 2008 Convention Host Committee.

JP Morgan Chase's financial commitment is subject to and conditioned upon the following, all of which must remain true:

1. The Democratic National Committee must select the City of Denver as the host city for the 2008 Democratic National Convention.
2. Denver 2008 Convention Host Committee must be recognized as an organization exempt from income taxation under Section 501(c) (6) of the Internal Revenue Code, and it shall maintain such income tax exemption in good standing throughout the duration of JP Morgan Chase's commitment.
3. Mutual agreement regarding the timing of our payments and details of sponsorship.

Thank you for your consideration of Denver for the 2008 Convention.

Sincerely,



Todd Munson
President, Colorado Region
Chase

(a wholly owned affiliate of JP Morgan Chase & Co)

28039841590

December 20, 2006

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol, SE
Washington, DC 20003

Dear Governor Dean,

This letter confirms Level 3 Communications' commitment of financial support as a sponsor for the 2008 Democratic National Convention in the City of Denver, Colorado. Specifically, Level 3 confirms that it will contribute up to \$1,000,000 of in-kind services, specifically for the needs of the Denver 2008 Convention Host Committee.

Level 3 Communications' commitment is subject to and conditioned upon the following, all of which must remain true:

1. The Democratic National Committee must select the City of Denver as the host city for the 2008 Democratic National Convention.
2. Denver 2008 Convention Host Committee must be recognized as an organization exempt from income taxation under Section 501(c) (6) of the Internal Revenue Code, and it shall maintain such income tax exemption in good standing throughout the duration of Level 3 Communications' commitment.
3. Mutual agreement regarding the services or capability to be contributed, timing of the contribution, and details of sponsorship recognition.

Thank you for your consideration of Denver for the 2008 Convention.

Sincerely,



James Q. Crowe

/jqc

28039841591



September, 28, 2006

Governor Howard Dean
430 South Capitol Street
Washington, D.C. 20003

Dear Governor Dean:

On behalf of the Metro-Denver Economic Development Corporation, a nine-county collaborative for job creation in Colorado, we are excited with the prospect of the Democratic National Convention coming to Denver, Colorado in August, 2008.

Our organization is committed to assisting the Denver 2008 Convention Host Committee with its financial pledge to the Democratic National Committee. As a demonstration of our support we have pledged \$250,000 cash to the effort.

We are very excited about the prospect of the Convention returning to Metro Denver after 100 years. We look forward to making your choice the best of all those you have received. We also anticipate a Convention of national and international interest and excitement that will captivate the globe.

We urge you and your selection committee to seriously consider and then select Denver as the best site for this incredible event.

Sincerely,

A handwritten signature in black ink that reads "Tom Clark". The signature is written in a cursive, slightly slanted style.

Thomas L. Clark
Executive Vice President
Metro Denver Economic Development Corporation

28039841592

Brownstein Hyatt Farber

410 Seventeenth Street
Twenty-Second Floor
Denver, Colorado 80202-4437
bhf-law.com

December 7, 2006

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol, SE
Washington, DC 20003

Dear Governor Dean,

I am writing to support the ongoing efforts of the Denver 2008 Convention Host Committee in bringing the 2008 Democratic National Convention to Denver. I believe Denver is the right choice for the 2008 Presidential election and I know that Denver will work hard to make the event successful in every respect. Outside of the Host Committee efforts, and those of my partner Steve Farber, I agree that if Denver is selected as the location for the 2008 Convention, I will raise One Million Dollars (\$1,000,000) for the Convention.

Thank you for your consideration of Denver for the 2008 Convention.

Sincerely,



Norman Brownstein

Brownstein Hyatt & Farber, P.C.

303.223.1100 • 303.223.1111

202.296.7353 • 202.296.7009

505.244.0770 • 505.244.9266

970.945.5302 • 970.384.2360

28039841593

November 28, 2006

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol, SE
Washington, D.C. 20003

Dear Governor Dean,

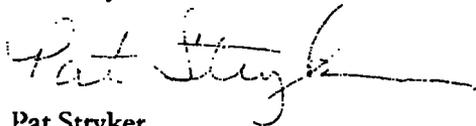
As a citizen of Colorado and a Democratic party loyalist, I am most pleased to support the efforts of Denver Mayor John Hickenlooper and the Denver 2008 Convention Host Committee in bringing the 2008 Democratic National Convention to Denver.

Denver, I believe, is an obvious selection to highlight the many Democratic victories in the West and to begin a compelling focus on this part of the country. Additionally, a convention in Denver sets the stage for our presidential nominee to emerge with the strength of the West and the entire country behind her or him – a clear testament to the power of your 50-state strategy.

I am fully supportive of the Denver 2008 Convention Host Committee, will join others in pledging needed financial resources and look forward to a Denver convention as the springboard to success in 2008.

Thank you for your consideration of Denver and Colorado for the 2008 Convention.

Sincerely,



Pat Stryker

Pat Stryker

901 Shore Pine Court

Fort Collins, CO 80525

970.223.0796

28039841594

PATTON BOGGS^{LLP}
ATTORNEYS AT LAW

2550 M Street, NW
Washington, DC 20037-1350
202-457-6000

Facsimile 202-457-6315
www.pattonboggs.com

September 27, 2006

Thomas Hale Boggs, Jr.
(202) 457-6040

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol Street, SE
Washington, DC 20003

Dear Governor Dean:

I am writing to support the ongoing efforts of the Denver 2008 Convention Host Committee in bringing the 2008 Democratic National Convention to Denver. We believe Denver is the right choice for this Presidential election cycle and the city will work hard to make the event successful in every respect. Patton Boggs, LLP has had an office in Denver for many years and our partners are willing to help financially and otherwise.

Hope all is well.

Sincerely yours,



Thomas Hale Boggs, Jr.
Chairman

cc: Willie E. Shepherd
Norman Brownstein

28039841595



Jeffrey H. Schwartz
Chief Executive Officer

Telephone (303) 567-5666
Facsimile (303) 567-5600
E-mail: jschwartz@prologis.com

October 16, 2006

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol, SE
Washington, DC 20003

Dear Governor Dean,

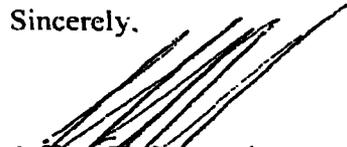
This letter confirms ProLogis' commitment of financial support as a sponsor for the 2008 Democratic National Convention in the City of Denver. Specifically, ProLogis confirms that it will provide distribution space valued at \$250,000 to the Denver 2008 Convention Host Committee, a Colorado non-profit corporation that is operating for the purpose of supporting the 2008 Democratic National Convention in Denver.

ProLogis' financial commitment is subject to and conditioned upon the following, all of which must remain true:

1. The Democratic National Committee must select the City of Denver as the host city for the 2008 Democratic National Convention.
2. Denver 2008 Convention Host Committee must be recognized as an organization exempt from income taxation under Section 501(c) (6) of the Internal Revenue Code, and it shall maintain such income tax exemption in good standing throughout the duration of ProLogis' commitment.
3. Mutual agreement regarding the timing of our payments and details of sponsorship recognition.

Thank you for your consideration of Denver for the 2008 Convention.

Sincerely,



Jeffrey H. Schwartz
Chief Executive Officer

28039841596



Qwest
 1801 California, Suite 150
 Denver, Colorado 80202
 Phone 303 898-4300
 Facsimile 303 898-0237
 PCS 720-260-0799

Charles L. Ward
 President
 Qwest - Colorado

December 6, 2006

Governor Howard Dean
 Chairman
 Democratic National Committee
 430 South Capitol, SE
 Washington, DC 20003

Dear Governor Dean,

This letter is to supplement our original pledge of support dated September 8, 2006, in which Qwest pledged \$5 million in cash and telecommunications services as the lead sponsor for the 2008 Democratic Nations Convention, if awarded to Denver, Colorado. By this letter, we supplement our original pledge and increase it by \$1 million, for a total of \$6 million.

Qwest's revised commitment is still subject to and conditioned upon the following, all of which must remain true:

1. The Democratic National Committee must select the City of Denver as the host city for the 2008 Democratic National Convention.
2. Qwest will be the exclusive telecommunications sponsor and the exclusive service provider for all telecommunications services used by the Host Committee and the National Convention, including wired and wireless voice communications, broadband services, internet access, internet hosting and video distribution services.
3. Denver 2008 Convention Host Committee must be recognized as an organization exempt from income taxation under Section 501(c) (6) of the Internal Revenue Code, and it shall maintain such income tax exemption in good standing throughout the duration of Qwest's commitment.
4. Mutual agreement regarding the timing of our payments and details of sponsorship recognition.

28039841597

Governor Howard Dean
December 6, 2006
Page 2.

Qwest is the leading telecommunications company in the region, one of the largest employers in Colorado and one of the largest companies with headquarters in Denver. Qwest owns and operates a national fiber optic state of the art broadband network, a state of the art local broadband network and provides state of the art video and wireless services.

We are proud of our City and our region and on behalf of our 10,000 employees in Colorado, we thank you for your consideration of Denver for the 2008 Convention.

Sincerely,



Charles L. Ward

28039841598



9197 South Peoria Street Englewood, CO 80112-5833
T. 303.397.8600 F. 303.397.8688 www.teletech.com

Kenneth D. Tuchman Chairman and CEO

November 30, 2006

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol, SE
Washington, D.C. 20003

Dear Governor Dean,

TeleTech is honored to support the ongoing efforts of the Denver 2008 Convention Host Committee to bring the 2008 Democratic National Convention to Denver. This letter confirms TeleTech's commitment of financial support for the 2008 Democratic National Convention in the City of Denver. Specifically, TeleTech confirms that it will grant the cash sum of \$250,000 payable to the Denver 2008 Convention Host Committee, a Colorado non-profit corporation that is operating for the purpose of supporting the 2008 Democratic National Convention in Denver. Additionally, if Denver is chosen as the host city for the 2008 Democratic National Convention, TeleTech will also discuss additional, in-kind contributions with the Denver 2008 Convention Host Committee.

TeleTech's financial commitment is subject to and conditioned upon the following, all of which must remain true:

1. The Democratic National Committee must select the City of Denver as the host city for the 2008 Democratic National Convention.
2. Denver 2008 Convention Host Committee must be recognized as an organization exempt from income taxation under Section 501(c) (6) of the Internal Revenue Code, and it shall maintain such income tax exemption in good standing throughout the duration of TeleTech's commitment.
3. Mutual agreement regarding the timing of our payments and details of sponsorship.

Thank you for your consideration of Denver for the 2008 Convention.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth D. Tuchman", written over a circular stamp or seal.

Kenneth D. Tuchman
Chairman and CEO

28039841599

YAHOO! MAIL

Print - Close Window

Subject: FW: Democratic Convention in Denver
Date: Mon, 8 Jan 2007 10:37:09 -0700
From: "George, Julia T." <JGeorge@BHFS.com>
To: "Mollie Brundage" <molliebrundage@yahoo.com>

From: T.A. Barron [mailto:tabarron@tabarron.com]
Sent: Wednesday, December 06, 2006 10:19 AM
To: Farber, Steven W.
Subject: Democratic Convention in Denver

Steve.

Good to talk with you yesterday. As always!

You told me that "something is better than nothing." Therefore, I am willing to pledge \$5,000 to the cause, even though I know this is not a large amount. But I hope it's still helpful to you in achieving this worthy goal.

Best wishes.

Tom.

28039841600

THOMAS E. CONGDON
1776 LINCOLN STREET, SUITE 950
DENVER, COLORADO 80203
303 • 778 • 6200

December 7, 2006

Governor Howard Dean
Democratic National Committee
430 South Capitol, SE
Washington, DC 20003

Dear Governor Dean:

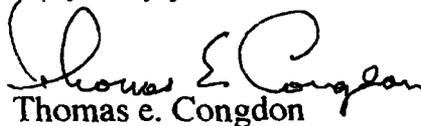
This letter is to confirm my commitment of financial support in the amount of \$5,000 for the 2008 Democratic National Convention in the City of Denver. Specifically, I will contribute the cash sum of \$5,000 payable to the Denver 2008 Convention Host Committee, a Colorado non-profit corporation that is operating for the purpose of supporting the 2008 Democratic National Convention in Denver.

My commitment is subject to the following:

1. The Democratic National Committee must select the City of Denver as the host city for the 2008 Democratic National Convention.
2. My commitment must be funded before March 31, 2008.

Thank you for your consideration of Denver for the 2008 Convention.

Very truly yours,


Thomas e. Congdon

28039841601



Robert W. Turner
Senior Vice President - Corporate Relations

November 30, 2006

Mayor John W. Hickenlooper
City and County Building
1437 Bannock Street, Room 350
Denver, CO 80202

Dear Mayor Hickenlooper:

We share your excitement at the prospect of Denver hosting the next Democratic National Convention. The opportunity to showcase the excitement and vitality of the city and this region to the delegates, guests, the national and international media has great appeal to all of us who live and work in the West.

Union Pacific is proud to support your hard work to attract the Convention and is pleased to pledge \$1,000,000 to that effort.

We look forward to working with you to make this a truly great convention.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Turner", with a long horizontal flourish extending to the right.

28039841602



918 Seventeenth Street
Denver, CO 80202

December 11, 2006

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol, SE
Washington, DC 20003

Dear Governor Dean,

This letter confirms US Banks's commitment of financial support for the 2008 Democratic National Convention in the City of Denver. Specifically, US Bank confirms that it will contribute the cash sum of \$50,000 payable to the Denver 2008 Convention Host Committee, a Colorado non-profit corporation that is operating for the purpose of supporting the 2008 Democratic National Convention in Denver.

US Bank's financial commitment is subject to and conditioned upon the following, all of which must remain true:

1. The Democratic National Committee must select the City of Denver as the host city for the 2008 Democratic National Convention.
2. Denver 2008 Convention Host Committee must be recognized as an organization exempt from income taxation under Section 501(c) (6) of the Internal Revenue Code, and it shall maintain such income tax exemption in good standing throughout the duration of US Bank's commitment.
3. Mutual agreement regarding the timing of our payments and details of sponsorship recognition.

Thank you for your consideration of Denver for the 2008 Convention.

Sincerely,

Hassan Salem
President
US Bank

28039841603



Pat Cortez
Senior Vice President

Public Relations
MAC C7301-02A
1740 Broadway
Denver, CO 80274
303 863-4706
303 863-6581 Fax

December 6, 2006

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol, SE
Washington, D.C. 20003

Dear Governor Dean,

On behalf of Wells Fargo Bank, we are honored to support the efforts of Denver Mayor John Hickenlooper and the Denver 2008 Convention Host Committee in bringing the 2008 Democratic National Convention to Denver, Colorado. We are committed to supporting the Convention efforts with a cash sum of \$125,000 and also with in-kind support.

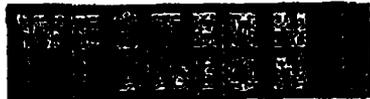
We are committed to assist the Host Committee in rallying other corporations to actively support this historic event, should Denver be selected as the host of the 2008 convention. We are willing to participate as requested to assist these efforts.

Thank you for your consideration of Denver, Colorado for the 2008 Democratic National Convention.

Sincerely,

Pat Cortez
Wells Fargo Bank

28039841604



TIM DALY, SVP GOVERNMENT RELATIONS
12500 E. BELFORD AVE.
Englewood, CO 80112

December 12, 2006

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol, SE
Washington, DC 20003

Dear Governor Dean,

This letter confirms Western Union's commitment of financial support for the 2008 Democratic National Convention in the City of Denver. Specifically, Western Union confirms that it will contribute the cash sum of \$100,000 payable to the Denver 2008 Convention Host Committee, a Colorado non-profit corporation that is operating for the purpose of supporting the 2008 Democratic National Convention in Denver.

Western Union's financial commitment is subject to and conditioned upon the following, all of which must remain true:

1. The Democratic National Committee must select the City of Denver as the host city for the 2008 Democratic National Convention.
2. Denver 2008 Convention Host Committee must be recognized as an organization exempt from income taxation under Section 501(c)(6) of the Internal Revenue Code, and it shall maintain such income tax exemption in good standing throughout the duration of Western Union's commitment.
3. Mutual agreement regarding the timing of our payments and details of sponsorship recognition.

Thank you for your consideration of Denver for the 2008 Convention.

Sincerely,



Tim Daly
Western Union

28039841605



Pat Vincent
President and CEO
Public Service Company of Colorado
1225 17th Street, Suite 900
Denver, Colorado 80202-6533

December 6, 2006

Governor Howard Dean
Chairman
Democratic National Committee
430 South Capitol, SE
Washington, D.C. 20003

Dear Governor Dean,

Public Service Company of Colorado d/b/a Xcel Energy is honored to support the ongoing efforts of the Denver 2008 Convention Host Committee to bring the 2008 Democratic National Convention to Denver. This letter confirms Xcel Energy's commitment of financial support as a co-sponsor for the 2008 Democratic National Convention in the City of Denver. Specifically, Xcel Energy confirms that it will grant the cash and in-kind sum of \$2.25 million payable to the Denver 2008 Convention Host Committee, a Colorado non-profit corporation that is operating for the purpose of supporting the 2008 Democratic National Convention in Denver. Additionally, if Denver is chosen as the host city for the 2008 Democratic National Convention, Xcel Energy will also discuss additional, in-kind contributions with the Denver 2008 Convention Host Committee.

Xcel Energy's financial commitment is subject to and conditioned upon the following, all of which must remain true:

1. The Democratic National Committee must select the City of Denver as the host city for the 2008 Democratic National Convention.
2. Denver 2008 Convention Host Committee must be recognized as an organization exempt from income taxation under Section 501(c)(6) of the Internal Revenue Code, and it shall maintain such income tax exemption in good standing throughout the duration of Xcel Energy's commitment.
3. Mutual agreement regarding the timing of our payments and details of sponsorship.

Thank you for your consideration of Denver for the 2008 Convention.

Sincerely,


Pat Vincent

28039841606



November 8, 2006

Governor Howard Dean
Democratic National Committee
430 South Capitol Street, SE
Washington, D.C. 20003

Dear Governor Dean:

Sage Hospitality is extremely supportive of Denver's efforts to host the 2008 Democratic National Convention and in that vein we have to date provided cash and in kind contributions of \$30,000. We will continue to support the efforts with cash and in kind contributions valued at \$20,000.

Sincerely,

Walter L. Isenberg
President and CEO

/kh

28039841607

Schedule for deposit of funds by Host Committee

The Host Committee agrees to deposit in monetary contributions, in the aggregate, at least the amounts set forth below, on or before the dates set forth below:

May 17, 2007	\$	7,500,000
December 14, 2007	\$	15,000,000
March 17, 2008	\$	28,000,000
June 16, 2008	\$	40,602,000

These amounts will be adjusted to reflect any and all In-Kind Contributions that directly count against expenses of the convention and that are not already anticipated as In-Kind Contributions set forth the Final Budget (Exhibit A)

28039841608

- DNC
- Pepsi Center
- Mechanical Rooms



Date: April 06, 2008
 File: < DNC-LEVEL-1-SERV.DWG >

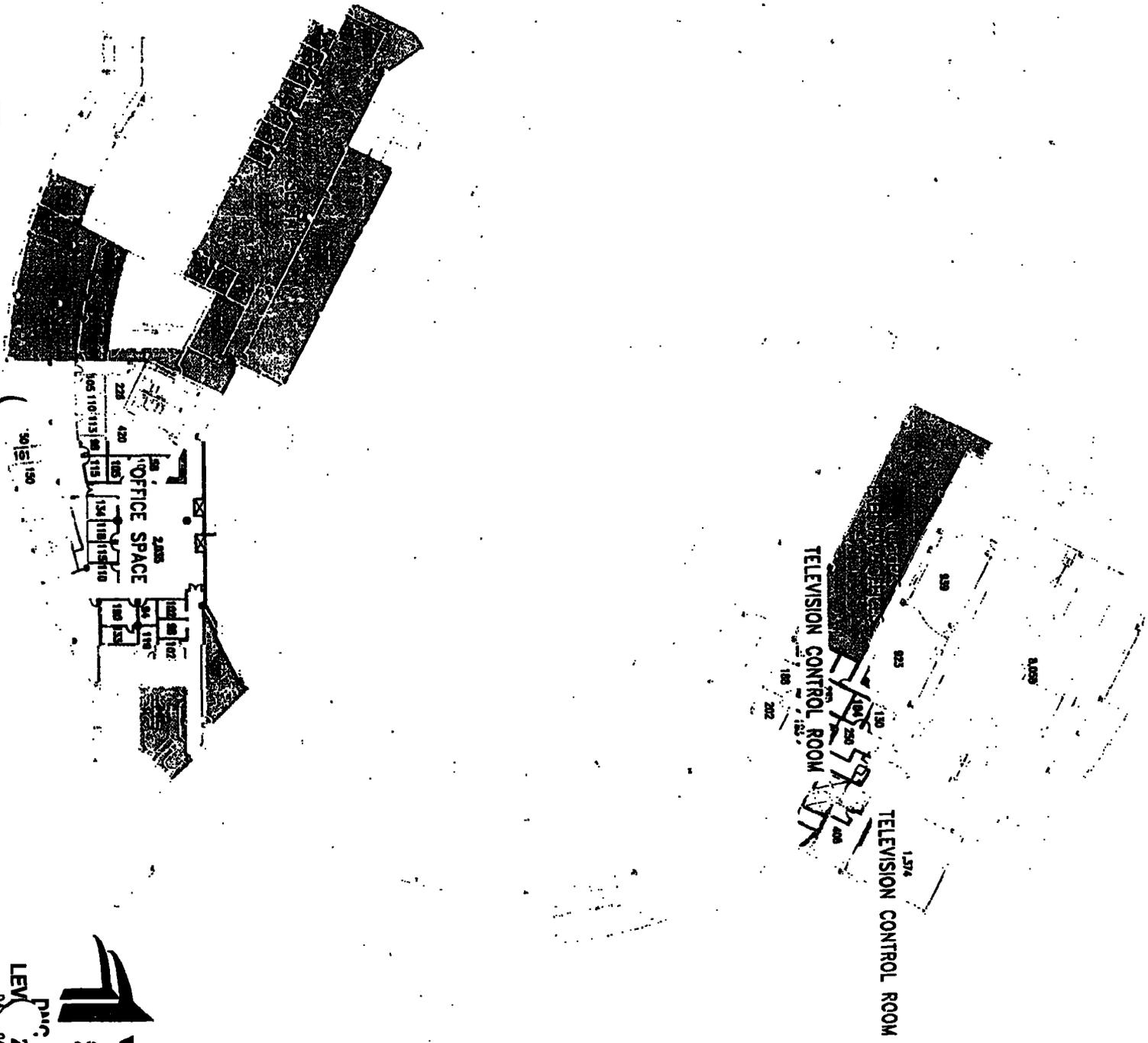
B Brungardt
 Enterprises, L.L.C.
 www.b-ent.com
 (98) 740-2223

60917865082



© 2008
 PEPSI CENTER
 LEVEL SERVICE
 DATE: 04-06-08

- DNC
- Pepsi Center
- Mechanical Room



Date: April 05, 2008
 Brungardt Enterprises, LLC
 www.b-e-ent.com
 (888) 740-2223

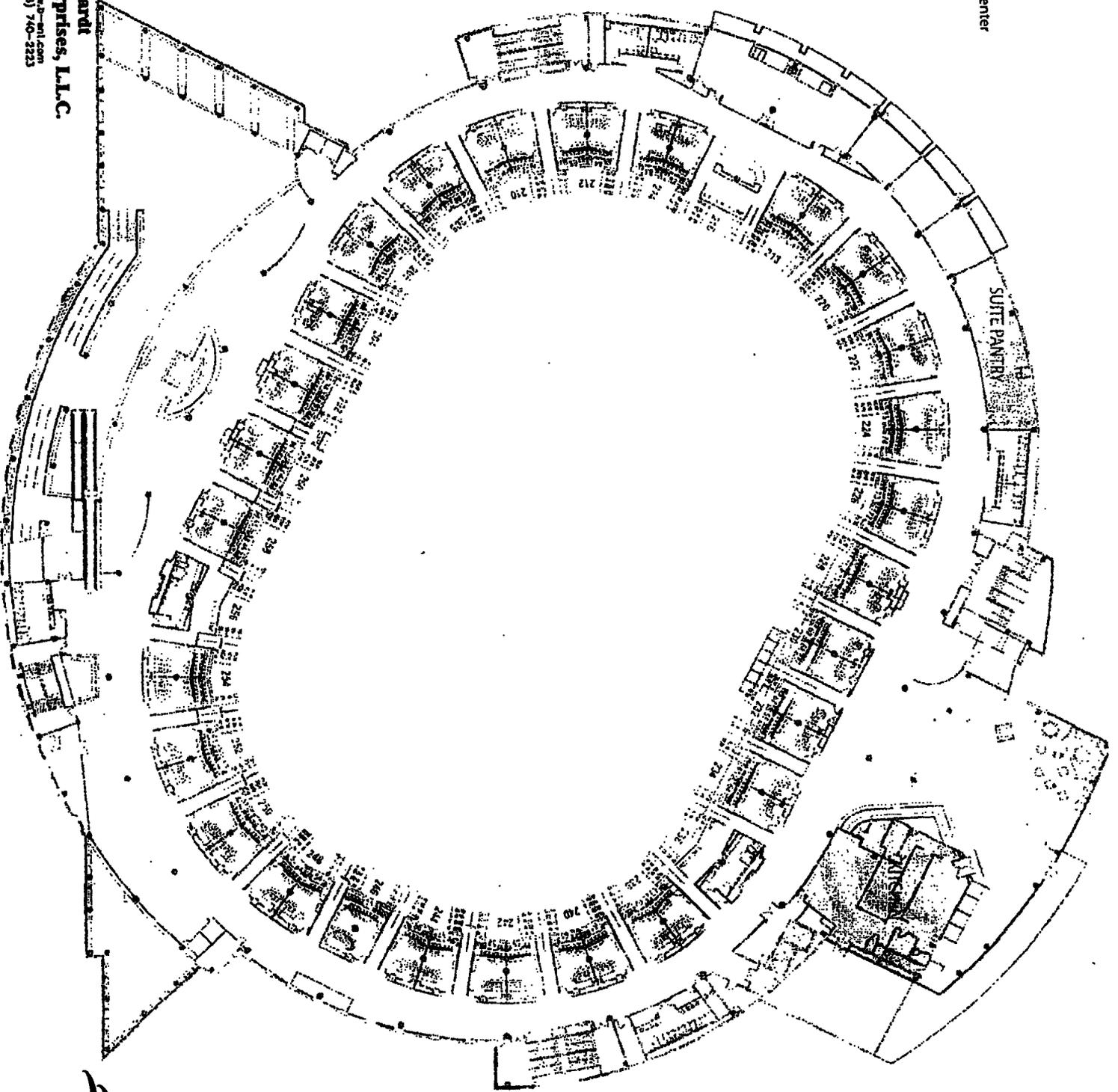
File: < DNC-LEVEL-2-ADMIN.DWG >

01917866087



PLN: 2008
 LEV: 2 ADMIN.
 DN: 04-06-06

DNC
 Pepsi Center



Brungardt Enterprises, LLC
 www.b-e-ent.com
 (888) 740-2223

Date: April 07, 2006

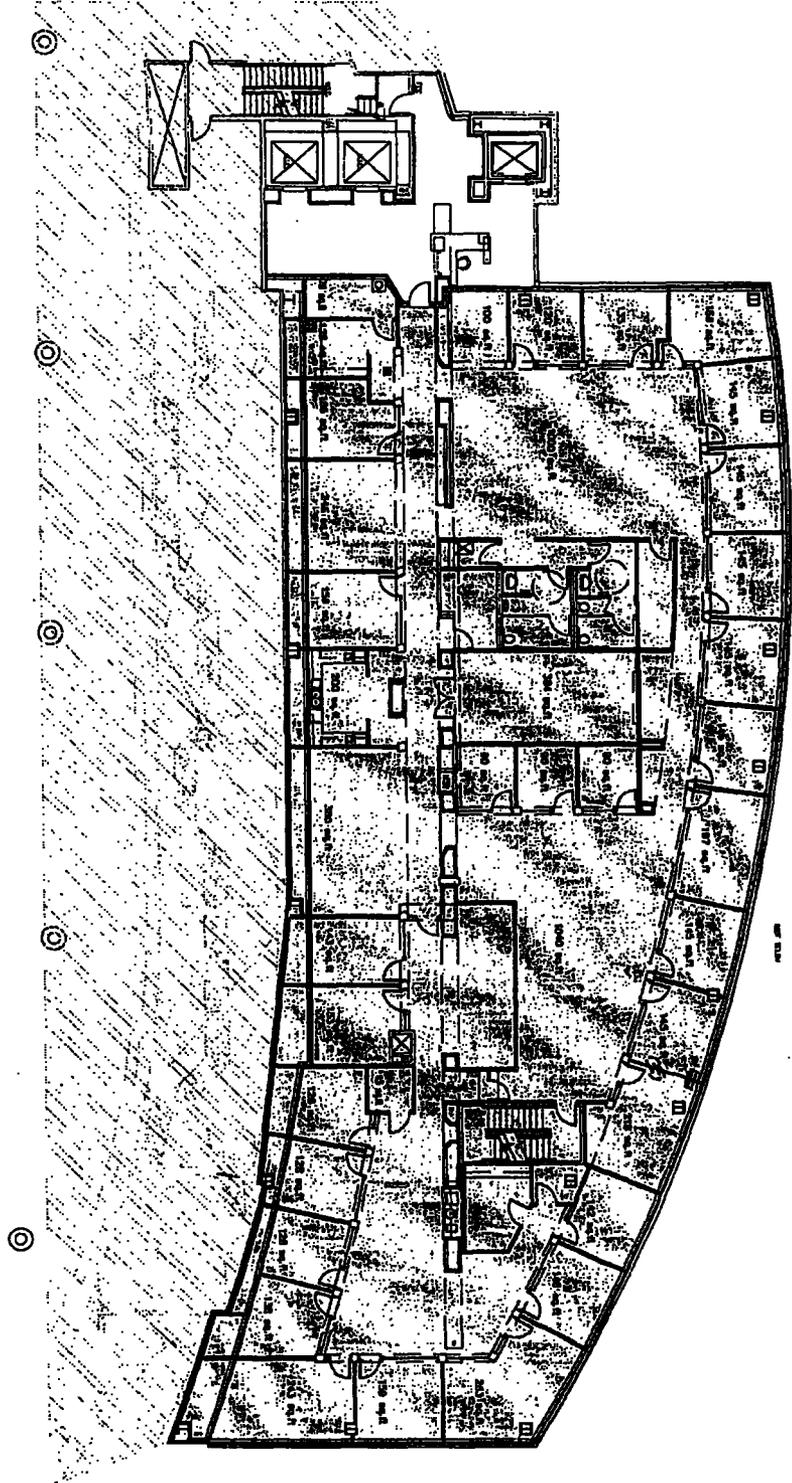
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11917865082



DNC 2008
 LEVEL - 4 CLUB
 DATE: 04-08-06


Pepsi Center



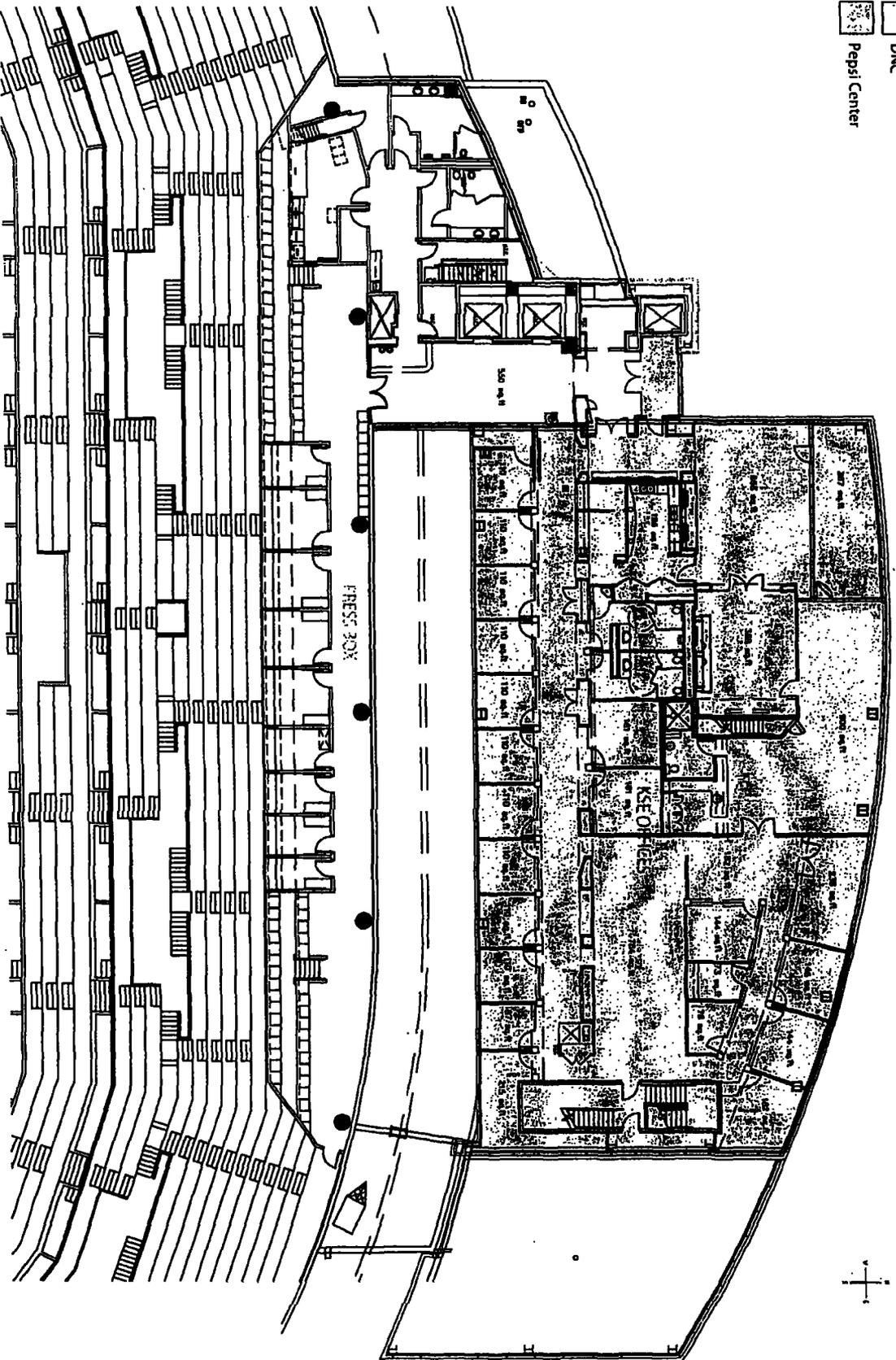

Brungardt
Enterprises, L.L.C.
www.b-ent.com
(888) 740-2223

Date: December 11, 2006 File: < LEVEL-550.DWG >


TOWER LEVEL 550
REV. DATE: 06-11-04

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DNC
 Pepsi Center



B Brungardt
 Enterprises, L.L.C.
 www.b-ent.com
 (888) 740-2223

Date: December 11, 2006 File: < LEVEL-600.DWG >

PEPSI
 CENTER
 TOWER LEVEL 600

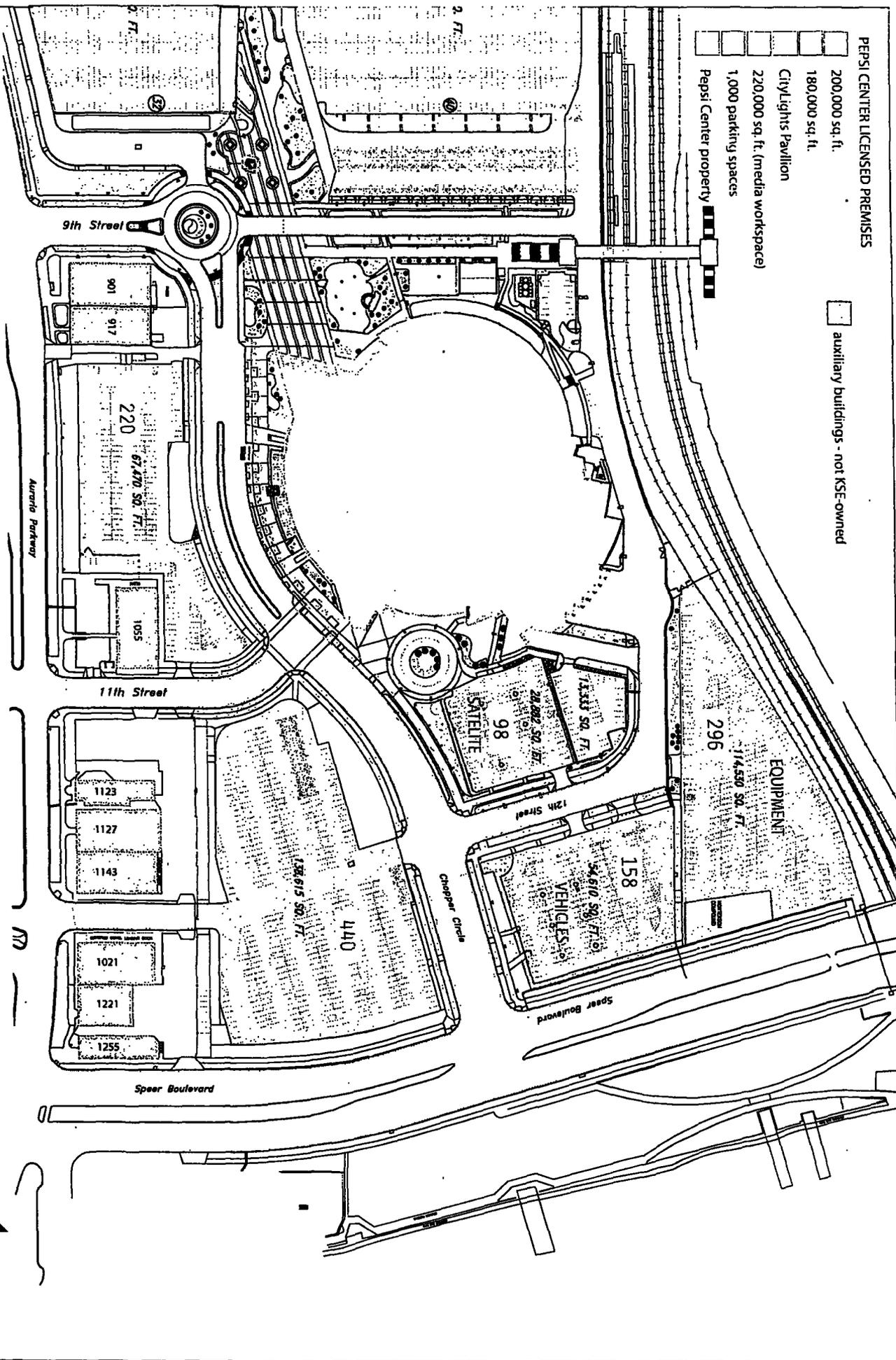
REV DATE: 06-14-04

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PEPSI CENTER LICENSED PREMISES

- 200,000 sq. ft.
- 180,000 sq. ft.
- Citylights Pavilion
- 220,000 sq. ft. (media workspace)
- 1,000 parking spaces
- Pepsi Center property

□ auxiliary buildings - not KSE-owned



B Brungardt
Enterprises, L.L.C.

WWW.B-ENT.COM
(888) 740-2223

Date: January 11, 2005

File: < PARKING-CALCS-03.DWG >

PT91P86E082



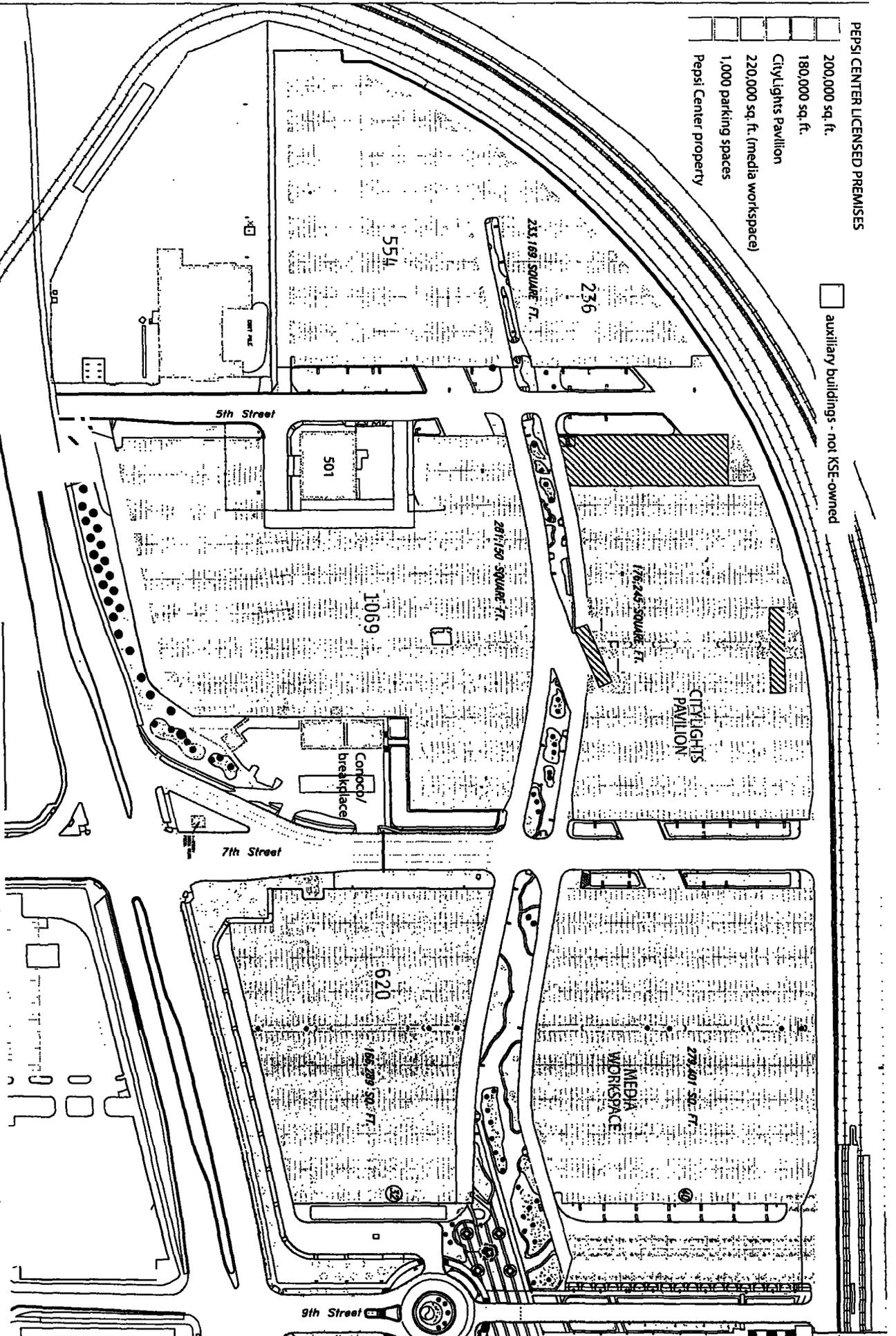
PARKING LOT CALCS

DATE: 09-17-03
SCALE: 1" = 100'

PEPSI CENTER LICENSED PREMISES

- 200,000 sq. ft.
- 180,000 sq. ft.
- Citylights Pavilion
- 220,000 sq. ft. (media workspace)
- 1,000 parking spaces
- Pepsi Center property

auxiliary buildings - not KSE-owned



Brungardt Enterprises, L.L.C.
www.b-e-ent.com
(888) 740-2223

1629 OPEN PARKING
5000 REQUIRED

Date: January 11, 2005 File: < PARKING-CALCS-03.DWG >

51914865082

PEPSI CENTER
PARKING LOT CALCS
DATE: 09-17-03
SCALE: 1" = 100'



**DEMOCRATIC NATIONAL CONVENTION
FRIDAY – SATURDAY, AUGUST 22 – 30, 2008
(INCLUDES MOVE-IN AND MOVE-OUT DAYS)
7:00 A.M. TO MIDNIGHT DAILY
COLORADO CONVENTION CENTER**

**Prepared by:
Kelly Wright, CMP
Assistant Director of Sales**

WELLS FARGO THEATRE

Friday – Saturday, August 22 – 30, 2008
Nine (9) Use days.

KORBEL BALLROOM 1 – 4:

Friday – Saturday, August 22 – 30, 2008
Nine (9) Use days.

FOUR SEASONS BALLROOM 1 – 4:

Friday – Saturday, August 22 – 30, 2008
Nine (9) Use days.

MEETING ROOMS:

Friday – Saturday, August 22 – 30, 2008
Nine (9) Use days.
All (63) Meeting Rooms.

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Exhibit G

Pepsi Center Electrical Power Capacity

Dec 5, 2006

Pepsi Center's arena floor is equipped with a total of 2,800, 208v 3 phase power located evenly between Vom 1 and Vom 2. Each Vom consists of 3, 400 amp and one 200 amp disconnect with cam locks. Both Voms are isolated from each other.

Front of house power consists of 1, 200 amp, 208v 3 phase disconnect which are bare tail tie-ins. This power is located in Vom 3.

There is an additional 2,400 amps 208v 3 phase located in the cat walk.

Shore power/broadcast power consists of 4 200 amp 208v 3 phase and 1 400 amp 208v 3 phase cam lock tie-ins. These are located in the dock area of the facility. There are 2 additional 200 amp, 208v 3 phase tie-ins located outside the dock area in close proximity. These can be used for shore power as well.

Concourses derive their power from electrical riser rooms. The building is divided into 4 quadrants. Each quadrant has a dedicated riser fed from the quadrant's main switch gear located on the service level. There are a total of 2 separate electrical feeds from Xcel Energy. The main cooling and heating plant has its own dedicated switch gear and is not part of the quadrant riser system.

Each concourse has multiple outlets and configurations designed for a typical arena.

The Pepsi center has 2 emergency generators. These are designed to support all fire panels, emergency lighting, smoke control fans and egress lighting.

Parking lot C and Media parking are each equipped with a 400 amp, 208v 3 phase panel. These are unpopulated panels that can be used as needed.

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**LABOR AGREEMENT FOR
2008 DEMOCRATIC NATIONAL CONVENTION**

This Agreement is entered into by and among the 2008 Democratic National Convention Committee, Inc., a District of Columbia non-profit corporation ("DNCC"), Denver 2008 Convention Host Committee, a Colorado nonprofit corporation (the "Host Committee"); the Colorado AFL-CIO ("State Fed"); and Denver Area Labor Federation ("DALF"), United Brotherhood of Carpenters and Joiners and the Local Unions signatory hereto ("Signatory Unions").

DNCC has selected Denver as the site of the 2008 Democratic National Convention (the "Convention"), which will require the performance of "Covered Work." "Covered work" includes, the construction, deliveries, transportation, services and other types of work by or on behalf of DNCC, the Host Committee at various sites and places. Because of the varying nature and size of the work contemplated and benefits flowing from the Convention, DNCC and the Host Committee wish, and the parties hereto have determined that it is in their and the public's interest, to have the Convention performed in the most timely, efficient and orderly manner possible and without labor disputes or disruptions of any kind which might interfere with or delay performance of the Convention.

As for the Convention, the Host Committee and DNCC will engage construction managers, general contractors and other persons who have or will have collective bargaining agreements with labor organizations covered by this Agreement ("Unions") which agreements, *inter alia*, restrict the contracting and subcontracting of work traditionally performed by such Unions, the parties have further determined the desirability of eliminating the potential for friction and disruption on the common situs and at any location of the Convention by ensuring that all covered work is performed in accordance with this Agreement. Covered work, for purposes of this Agreement, shall not include any work services, material, goods or equipment customarily provided by the

lessor to all lessees of a building, such as Pepsi Center, pursuant to the terms of any lease agreement.

To further these goals, the parties agree as follows:

1. The Host Committee and the DNCC shall not engage in or contract or subcontract, or permit any such contractor, person, firm, company, or entity to contract or subcontract

(a) any construction, alteration, painting, repair, or other work, irrespective of tier level, to be done at the Pepsi Center ("Construction Site Work") to any person, firm, company or entity that does not have or agree to be bound by and operate under a current area-wide collective bargaining agreement with the signatory Union which has jurisdiction for such work; and

(b) any work at the Pepsi Center other than Construction Site Work, to any person, firm, company or entity (1) that does not have a current collective bargaining agreement, or, (2) if not a signatory to the applicable collective bargaining agreement, agree to be bound by such collective bargaining agreement any work at any site other than the Pepsi Center to any person, firm, company or entity that does not have a current collective bargaining agreement covering employees in the classifications which are traditionally represented by Unions to any extent in the Denver area.

With respect to a contractor, subcontractor, or other person, firm, company or entity who is not presently a signatory to the applicable collective bargaining agreement, any and all collective bargaining agreements that it executes in accordance with this Agreement shall apply solely to the work of the Convention. Each such contractor, subcontractor or other person, firm, company or entity shall recognize the respective Union as the sole and exclusive bargaining agent of all of its employees performing Construction Site Work. Nothing in this Agreement shall be construed to require any individual to become a member of a Union; provided, however, that such individual shall pay applicable Union financial obligations set forth in the applicable collective bargaining agreement within

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such reasonable time following the date of the individual's employment as the applicable Union may prescribe.

2. DNCC, the Host Committee and the City and their respective contractors and subcontractors shall not engage in any lockout at any of the Convention sites.

3. No signatory Union or any of its members, officers, stewards, agents or representatives, or employee, shall instigate, incite, authorize, recognize, support, encourage, condone, sanction, maintain or participate or engage in any strike, sympathy strike, walkout, work stoppage, work slowdown, work curtailment, refusal to work, cessation or interruption of production, handbilling, or in any picketing (including, but not limited to, informational picketing) of the Convention sites for any reason whatsoever related to a dispute between or among DNCC, the City, the Host Committee, a contractor or subcontractor and any signatory Union or any employee or by and between any signatory Union, or in sympathy with any signatory Union or employee. Each signatory Union will use its best efforts to prevent, end or avert any of the acts forbidden in this section 3. DNCC, the City and the Host Committee shall have the right to deny access to the Convention sites, and any contractor shall have the right to discharge or discipline any employee who violates this section 3. Such discharge or discipline by a contractor or subcontractor shall be subject to the grievance-arbitration procedure of the applicable collective bargaining contract only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review and shall not be disturbed.

4. Jurisdictional disputes between and among local Unions covered by the Agreement who are affiliated with the same Council shall be resolved by the decision of the Council and shall be final and binding upon all parties and persons, including contractors and subcontractors employing workers represented by the local Unions. All other jurisdictional disputes between and among local Unions covered by this Agreement shall be resolved by agreement or, failing agreement, by an agreed upon third party mediator and shall be binding upon all parties and persons, including contractors and subcontractors employing workers represented by Unions covered by this Agreement.

5. In the event a dispute shall arise between DNCC, the City or the Host Committee, and/or any of their contractors or subcontractors, on the one hand, and any

signatory Union and/or fringe benefit fund, on the other hand, as to obligation and/or payment of fringe benefits provided for under the appropriate collective bargaining agreement, upon proper notice within seventy-two hours to DNCC, the Host Committee or the City by the appropriate Union, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment due from DNCC, the Host Committee or the city, or the construction manager or general contractor, as the case may be. In the event this section 5 conflicts with any provision of a collective bargaining agreement, the collective bargaining provision shall prevail and control.

6. This Agreement shall be incorporated into and become a part of any collective bargaining agreement by and between DNCC and/or the Host Committee and/or their contractors or subcontractors, on the one hand, and each Union covered hereby, on the other hand. In the event of inconsistency between this Agreement and any such collective bargaining agreement, the terms of this Agreement shall supersede and prevail except as provided in section 5 of this Agreement. In the event of inconsistency between any of the City's collective bargaining agreements and this Agreement, the terms of this Agreement shall supersede and prevail.

7. In the event of a dispute, other than a jurisdictional dispute, over an alleged violation of this Agreement which cannot be resolved by agreement of the disputants, then, within seventy-two (72) hours, written notice shall be given to a committee of DNCC, the Host Committee, the City and DALF whose decision shall be final and binding on the parties and all other persons covered under this Agreement. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement which has not been resolved hereunder, and any form of self-help remedy is expressly forbidden.

8. The City, the Host Committee and the DNCC retain the full and exclusive authority to manage Construction Site Work and all other operations contemplated by and under this Agreement.

9. The signatory Unions shall use best efforts to recruit minority and female applicants. No party to this Agreement shall discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, sexual

orientation or disability. In addition, the parties hereto agree to take all necessary actions to ensure full compliance with all applicable equal opportunity laws.

10. The possession of alcohol or illegal drugs or being under the influence of alcohol or illegal drugs on any work site is cause for immediate termination. Any employee who reports for work under the influence of alcoholic beverages or illegal drugs, or who drinks alcoholic beverages or uses illegal drugs on any worksite, or who reports to the job site with alcoholic beverages or illegal drugs in his or her possession, shall be subject to immediate termination.

11. Any notice required or desired to be provided hereunder shall be made by personal service, facsimile or certified mail return receipt requested, addressed as follows:

If to the Host Committee:

Honorable Elbra Wedgeworth, President
Denver 2008 Convention Host Committee
410 17th Street
Suite 1215
Denver, CO 80202

If to DNCC:

The Honorable Howard Dean, President
2008 Democratic National Convention Committee, Inc.
430 S. Capitol Street, S.E.
Washington, D.C. 20003

If to Colorado AFL-CIO:

Steve Adams, President
Colorado AFL-CIO
140 Sheridan Blvd.

28039841622

Suite 201
Denver, CO 80226

If to Denver Area Labor Federation:

Leslie Moody, President
Denver Area Labor Federation
140 Sheridan Blvd.
Denver, CO 80226

If to United Brotherhood of Carpenters and Joiners

Jim Gleason, Assnt Executuve Secretary Treasurer
Carpenters' District Council of Kansas City and Vicinity
5155 E. 39th Ave.
Denver, CO 80211

12. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be changed or modified except by the subsequent written agreement of the parties.

13. All parties hereto represent that they have the full legal authority to enter into this Agreement.

14. If any provision or portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions and provisions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

15. This Agreement shall be effective as of the date hereof through and including September 15, 2008.

16. This Agreement may be executed in as many counterparts as may be desired, and it shall not be necessary that the signatures of, or on behalf of, each party

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appear on each counterpart. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf, of all of the parties hereto.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of this ___ day of December, 2006. .

2008 DEMOCRATIC NATIONAL CONVENTION COMMITTEE, INC.

By: _____

Governor Howard Dean, M.D., President

DENVER 2008 CONVENTION HOST COMMITTEE

By: _____

Honorable Elbra Wedgeworth, President

COLORADO AFL-CIO

By: _____

Steve Adams, President

DENVER AREA LABOR FEDERATION

By: _____

Leslie Moody, President

28039841624

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS

By: _____

Jim Gleason, Asst. EST

28039841625

EXHIBIT I

ARENA COMPANY INDEMNITEES

Kroenke Arena Company, LLC
Kroenke Sports Enterprises, LLC
Kroenke Sports Holdings, LLC
The Denver Nuggets Limited Partnership
Colorado Avalanche LLC

28039841626

Federal Election Commission
ENVELOPE REPLACEMENT PAGE FOR INCOMING DOCUMENTS
 The FEC added this page to the end of this filing to indicate how it was received.

<input type="checkbox"/> Hand Delivered	Date of Receipt
<input type="checkbox"/> USPS First Class Mail	Postmarked
<input type="checkbox"/> USPS Registered/Certified	Postmarked (R/C)
<input type="checkbox"/> USPS Priority Mail	Postmarked
Delivery Confirmation™ or Signature Confirmation™ Label <input type="checkbox"/>	
<input type="checkbox"/> USPS Express Mail	Postmarked
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<input type="checkbox"/> No Postmark	
<input type="checkbox"/> Overnight Delivery Service (Specify):	Shipping Date
Next Business Day Delivery <input type="checkbox"/>	
<input type="checkbox"/> Received from House Records & Registration Office	Date of Receipt
<input type="checkbox"/> Received from Senate Public Records Office	Date of Receipt
<input type="checkbox"/> Received from Electronic Filing Office	Date of Receipt
<input checked="" type="checkbox"/> Other (Specify): <i>Received from Audit</i>	Date of Receipt or Postmarked <i>9/26/08</i>

DAED
 PREPARER

9/26/08
 DATE PREPARED

28039841627