

48 **2. Signage.** The Operator shall assist the City in complying with Section 5B of the
49 BCBSNC Sponsorship Agreement by cooperating with the City with the installation,
50 prior to the beginning of the Benefit Period, and keeping in good repair during the
51 Benefit Period, permanent signs displaying the name of the Atrium at the east and west
52 ends of the Atrium. The City shall be responsible for the cost of the signage installation.
53 The size, design, appearance and materials used for the signage shall be determined by
54 the City or its designee with consultation, input, and approval from BCBSNC, which
55 shall not be unreasonably withheld. Upon expiration of the Benefit Period, the Operator
56 shall assist the City in removing the signs, or changing the signs to remove the name of
57 BCBSNC at the City's sole cost and expense.

58
59 **3. Use of Center Logo and Name.** The Operator shall assist the City in complying with
60 Sections 5C and 5D of the BCBSNC Sponsorship Agreement during the Benefit Period,
61 by allowing BCBSNC to use the logo used by the City for the Center as part of
62 BCBSNC's marketing and promotions. The Operator shall furthermore identify and use
63 the BCBSNC Logo as follows:

64 **3.1 Website Link** -- the Operator shall create and maintain a website for
65 the Center. On the website there shall be a page acknowledging Center naming
66 sponsors. BCBSNC's logo, supplied by BCBSNC to the Operator, will be
67 displayed on that sponsor page, and the logo will link to BCBSNC's corporate
68 website;

69 **3.2 Group Sponsor Acknowledgment** -- where the Center naming rights
70 sponsors are acknowledged as a group in select Center advertising that is under
71 the control of the City or the Operator, BCBSNC will receive recognition in such
72 advertising; and

73 **3.3 Facility Guides and Information Packets** -- where the City or the
74 Operator issues Center facility guides or information packets depicting the
75 orientation of the Center and facilities, the BCBSNC Atrium will be identified.

76
77 **4. BCBSNC Advertising in Program Books.** The Operator shall assist the City in
78 complying with Section 5E of the BCBSNC Sponsorship Agreement during the Benefit
79 Period, for each Performance where program books are distributed, by providing
80 BCBSNC one-half page of advertising in the program book to be paid for by the City.
81 BCBSNC will bear all other costs related to this advertising, including but not limited to
82 the cost of producing the advertising to the point of making it camera-ready and
83 delivering it to the program book coordinator.

84
85 **5. Sponsorship Rights in the Health Care Insurance Category.** The Operator shall
86 assist the City in complying with Section 5F of the BCBSNC Sponsorship Agreement
87 during the Benefit Period, by giving BCBSNC the right of first sponsorship offers and
88 proposals in the area of health care insurance sponsorship for any Performance subject to
89 the restrictions described in Section 7 (Right of First Offer for Programming Sponsorship
90 for Events Presented by the Operator) of the BCBSNC Sponsorship Agreement and
91 subject to applicable advertising deadlines and reasonable requirements established by
92 the City or the Operator.

93

94 **6. Use of Mailing Lists.** The Operator shall assist the City in complying with Section
95 5G of the BCBSNC Sponsorship Agreement during the Benefit Period by maintaining
96 mailing lists and contact information for Center ticket purchases to be used by BCBSNC.
97 During the Benefit Period, BCBSNC may do mailings for BCBSNC promotions and
98 marketing, to be sent to any mailing lists maintained by the Operator, subject to approval
99 of such mailings by the Operator, such approval not to be unreasonably withheld.
100 However, unless the Operator consents otherwise, that number of mailings shall be no
101 greater than one per fiscal year of the Operator. If the mailing is to be done through the
102 Postal Service, BCBSNC must provide the materials to be mailed to the Operator, ready
103 for mailing except for address labels, and the Operator shall process the mailing, all at
104 BCBSNC's cost. If the mailing is to be done by electronic means, such as email,
105 BCBSNC and the Operator shall cooperate so that the addresses and contact information
106 of the recipients is kept confidential and the costs of arranging for transmission, as well
107 as the transmission itself, will all be at BCBSNC's cost. Without limiting the foregoing
108 provision of this Section 6, the Operator may require that BCBSNC pay reasonable
109 compensation to the Operator for the use of the Operator's personnel, equipment, and
110 facilities in order to carry out this Section 6 as mutually agreed by the parties in writing.
111

112 **7. VIP Tickets.** The Operator shall assist the City in complying with Section 5H of the
113 BCBSNC Sponsorship Agreement during the Benefit Period, During the Benefit Period,
114 by providing the following to BCBSNC, with sufficient advance notice of ticket selection
115 given by BCBSNC at the beginning of each Year:

116 (i) During each Year of the Benefit Period, BCBSNC shall receive six (6)
117 VIP tickets for one Performance of each different Stage Production at the Center for up to
118 forty (40) Performances. The City shall pay the Operator the cost of these VIP tickets
119 given to BCBSNC not to exceed standard VIP ticket prices;

120 (ii) During each Year of the Benefit Period, BCBSNC shall receive up to
121 24 total additional VIP tickets for Stage Productions of its choice, however, no more than
122 eight (8) of the additional twenty four (24) VIP tickets may be used for any one, single
123 Performance. The City shall pay the Operator the cost of these VIP tickets given to
124 BCBSNC not to exceed standard VIP ticket prices.
125

126 **8. Use of Center Meeting Rooms and Atrium.** The Operator shall assist the City in
127 complying with Section 5J of the BCBSNC Sponsorship Agreement during the Benefit
128 Period, by allowing BCBSNC to, without payment of the usual meeting room usage
129 charge, book and use a meeting room or the Atrium in the Center, subject to availability,
130 with BCBSNC behind the other Center sponsors in order of priority usage rights as
131 determined by the City and managed by the Operator consistent with the level of such
132 sponsorship. With respect to use of the Atrium, usage must be at time and on dates that
133 do not conflict with Performances. BCBSNC shall be responsible for all related usage
134 costs, including, but not limited to setup and breakdown costs, catering and cleaning.
135 The Operator may impose reasonable deadlines for reserving meeting rooms or the
136 Atrium, after which BCBSNC and other sponsors shall no longer have priority. Once a
137 reservation for a meeting room or the Atrium has been confirmed by the Operator, such
138 reservation shall be non-cancellable. In the event of conflicting requests for reservations,
139 BCBSNC understands that priority shall be given in direct relationship to the level of

140 sponsorship of the Center. This Section 8 does not exempt BCBSNC from other
141 requirements placed on users of the meeting room or Atrium.

142

143 **9. Use of Center for Special Events.** The Operator shall assist the City in complying
144 with Section 5K of the BCBSNC Sponsorship Agreement during the Benefit Period by
145 allowing BCBSNC to book and use, up to and including four times per Year, at its
146 expense, for special events the areas of the Center normally offered for special events,
147 subject to availability, on a priority basis, with BCBSNC behind the other Center
148 sponsors in order of priority usage rights as determined by the City and managed by the
149 Operator consistent with the level of such sponsorship. Once a reservation for a special
150 event has been confirmed by the Operator, such reservation shall be non-cancellable. In
151 the event of conflicting requests for reservations, priority shall be given in direct
152 relationship to the level of sponsorship of the Center. This Section does not exempt
153 BCBSNC from other requirements placed on users of those areas of the Center, such as
154 paying standard rates for special events usage.

155

156 **10. Catering Functions Discount.** The Operator shall assist the City in complying with
157 Section 5L of the BCBSNC Sponsorship Agreement during the Benefit Period by
158 providing to BCBSNC or see that BCBSNC receives a discount of five (5%) percent off
159 all BCBSNC catering using Center catering services.

160

161 **11. BCBSNC Promotion to Center Operator Employees.** The Operator shall assist
162 the City in complying with Section 5N of the BCBSNC Sponsorship Agreement during
163 the Benefit Period by providing a meeting between BCBSNC and the Operator to allow
164 BCBSNC to present health insurance options for consideration by the Operator for the
165 Operator's Center employees.

166

167 **12. Opportunity for Discounts on Tickets to BCBSNC Employees.** The Operator
168 shall assist the City in complying with Section 5O of the BCBSNC Sponsorship
169 Agreement during the Benefit Period by arranging with BCBSNC appropriate discounts
170 and/or offers on tickets to select Performances for BCBSNC employees whenever
171 possible and allowed by the Producer/Artist.

172

173 **13. Right of First Offer for Programming Sponsorship in the Health Care**
174 **Insurance Category for Events Presented by the Operator.** When during the Benefit
175 Period, parts A, B, C, and D occur,

176 A. a Producer/Artist allows the Operator to obtain a Programming Sponsor in
177 connection with specific Performance(s),

178 B. the Operator decides to pursue a Programming Sponsor in connection with
179 that specific Performance(s),

180 C. the proposed sponsorship is proposed to be by a Person that is a Competitor of
181 an Excluded Service,

182 D. a reasonable person would likely perceive the names to be promoted by the
183 proposed Programming Sponsor to be associated with an Excluded Service, then:

184 i. The City may require the Operator to provide to BCBSNC,
185 pursuant to Section 13.A (Notice), a written proposal for such sponsorship.

*Amendment to DPAC Operating Agreement to put into effect certain
Duties Required by Naming Rights Agreement with BCBSNC*

- 186 ii. If the proposed sponsorship is proposed to be season-long,
187 BCBSNC shall have 30 days in which to accept the proposal.
- 188 iii. If the proposed sponsorship is proposed to be for a Performance,
189 BCBSNC shall have 5 Business Days in which to accept the proposal.
- 190 iv. If BCBSNC does not accept the proposal during the 30-day or 5-
191 Business Day period, whichever applies, the City or the Operator will have the right to
192 enter into an agreement that is materially the same as what was offered to BCBSNC,
193 provided that the terms of any such agreement shall not infringe upon BCBSNC's rights
194 as specifically provided elsewhere in the BCBSNC Sponsorship Agreement.
- 195 v. If the terms of a proposed sponsorship agreement with a third party
196 are materially different than that which was offered to BCBSNC, then the City may
197 require the Operator to, re-offer those materially different terms to BCBSNC, which
198 terms BCBSNC shall have the right to accept within the deadlines provided above. For
199 the purpose of the preceding sentence only, the terms of a proposed agreement would be
200 deemed materially different if the value of the consideration offered by the City, the
201 Operator, or the third party sponsor is greater than or less than ten (10%) percent of the
202 original proposal for sponsorship.
- 203 vi. If BCBSNC does not exercise said right to accept any proposal to
204 BCBSNC that either the City or the Operator may provide pursuant to this Section 13,
205 that failure to exercise does not waive BCBSNC's rights under this Section 13 with
206 respect to a different health care insurance category sponsorship agreement that may be
207 proposed thereafter.
- 208 vii. BCBSNC's right of first offer rights under this Section 13 will not
209 apply to a Performance that is staged and promoted by an entity other than the City or the
210 Operator pursuant to a Rental Agreement. For the purposes of this Section 13(vii), a
211 "Rental Agreement" shall mean an agreement pursuant to which an entity other than the
212 City or the Operator has the right to stage or produce a Performance in the performance
213 hall and either (i) the City and the Operator do not have responsibility for the act that is
214 staged or produced, or (ii) the City and the Operator do not assume the financial risk of
215 the act that is staged or produced. An agreement under which the Operator receives rent
216 or other payment that varies, depending on such factors as ticket sales, revenue received
217 by the renter, and/or the size of the audience, does not mean that the agreement is not
218 necessarily a Rental Agreement as long as the Operator has no financial responsibility for
219 any of the expenses associated with the performance. The Operator's responsibility for
220 the costs of operating the Center will not be pertinent to whether there is a Rental
221 Agreement.

222
223 **14. Exclusivity.** Except to the extent provided in this Amendment, this Amendment does
224 not restrict the City or the Operator from making arrangements, by signage or otherwise,
225 that promote any businesses of any Competitors.

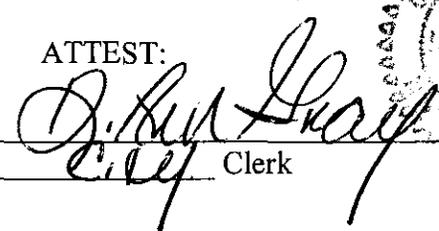
226
227 **15. Renewal.** If the City and BCBSNC enter into an extension of the BCBSNC
228 Sponsorship Agreement, the Operator agrees to cooperate with the City in effectuating
229 such renewal.

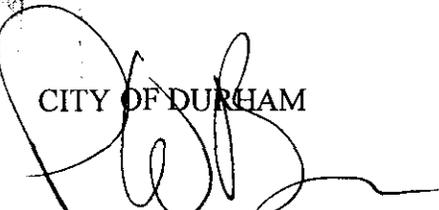
230
231 **16. Effect of Amendment.** The terms of the Original Contract not added to, amended or
232 altered by this Amendment shall remain in full force and effect.

Amendment to DPAC Operating Agreement to put into effect certain
Duties Required by Naming Rights Agreement with BCBSNC

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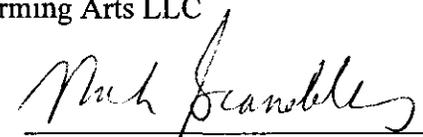
IN WITNESS WHEREOF, the Parties and the Guarantors have caused this Agreement to be executed themselves or by their respective duly authorized agents or officers.

ATTEST:   Clerk

By:  3/4/08 City Manager

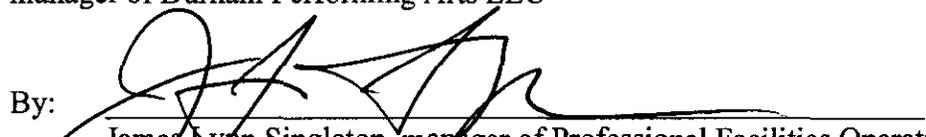
DURHAM PERFORMING ARTS LLC

By JN America LLC, a Delaware limited liability company, manager of Durham Performing Arts LLC

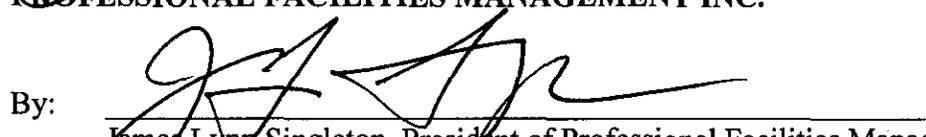
By:  _____
Nicholas Scandalios, manager of JN America LLC

DURHAM PERFORMING ARTS LLC

By Professional Facilities Operations, LLC, a Rhode Island limited liability company, manager of Durham Performing Arts LLC

By:  _____
James Lynn Singleton, manager of Professional Facilities Operations, LLC

PROFESSIONAL FACILITIES MANAGEMENT INC.

By:  _____
James Lynn Singleton, President of Professional Facilities Management inc.

JN WORLDWIDE LLC

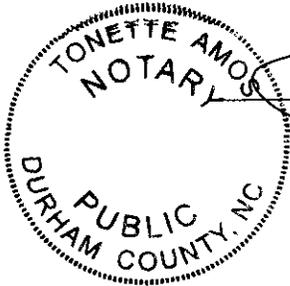
By:   _____
James Lynn Singleton, manager
DPAC Operate Amend.1Final 10/25/07- fl

Amendment to DPAC Operating Agreement to put into effect certain
Duties Required by Naming Rights Agreement with BCBSNC

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NORTH CAROLINA ACKNOWLEDGMENT BY CITY OF DURHAM
COUNTY of Durham

I, a Notary Public in and for the aforesaid County and State certify that
D. Ann Gray personally appeared before me this
day, and acknowledged that he or she is the _____ City Clerk of the City of
Durham, a municipal corporation, and that by authority duly given and as the act of the
City, the foregoing AMENDMENT was signed in its corporate name by its
_____ City Manager, sealed with its corporate seal, and attested by its said City
Clerk or Deputy City Clerk. This the 7th day of March,
2008.



Tonette Amos
Notary Public

My commission expires:
07-17-2012

State of NY ACKNOWLEDGMENT BY
DURHAM PERFORMING ARTS LLC
County of NY

I, CERTIFY THAT Nicholas Scandalios personally appeared before me this day in the
aforesaid county and state acknowledging to me that (1) he is a manager of JN America
LLC; (2) JN America LLC is a duly organized and existing Delaware limited liability
company; (3) JN America LLC is a manager of Durham Performing Arts LLC; (4)
Durham Performing Arts LLC is a dully organized and existing Delaware Limited
Liability Company; (5) he voluntarily signed the foregoing document for the purpose
stated therein and in the capacity indicated.

This the 14TH day of FEB., 2008.

My commission expires:

Teresa Malinowski
Notary Public

11-30-2010

TERESA MALINOWSKI
Notary Public, State of New York
No. 41-4630868
Qualified in New York County
Term Expires Nov. 30, 2010

Amendment to DPAC Operating Agreement to put into effect certain
Duties Required by Naming Rights Agreement with BCBSNC

325 State of NY ACKNOWLEDGMENT BY
326 JN WORLDWIDE LLC

327 County of NY
328

329 I, CERTIFY THAT Nicholas Scandalios personally appeared before me this day in the
330 aforesaid county and state acknowledging to me that (1) he is a manager of JN
331 WORLDWIDE LLC; (2) JN WORLDWIDE LLC is a duly organized and existing
332 Delaware limited liability company; (3) he voluntarily signed the foregoing document for
333 the purpose stated therein and in the capacity indicated.

334
335 This the 14TH day of FEB, 2008.

336
337 My commission expires:

338
339 11-30-2010

Teresa Malinowski
Notary Public

TERESA MALINOWSKI
Notary Public, State of New York
No. 41-4630868
Qualified in New York County
Term Expires Nov. 30, 2010

343
344 State of RHODE ISLAND ACKNOWLEDGMENT BY
345 DURHAM PERFORMING ARTS LLC X

346 County of PROVIDENCE
347

348 I, CERTIFY THAT James Lynn Singleton personally appeared before me this day in the
349 aforesaid county and state acknowledging to me that (1) he is a manager of Professional
350 Facilities Operations, LLC; (2) Professional Facilities Operations, LLC is a duly
351 organized and existing Rhode Island limited liability company; (3) Professional Facilities
352 Operations, LLC is a manager of Durham Performing Arts LLC; (4) Durham Performing
353 Arts LLC is a dully organized and existing Delaware Limited Liability Company; (5) he
354 voluntarily signed the foregoing document for the purpose stated therein and in the
355 capacity indicated.

356
357 This the 17 day of January, 2008.

358
359 My commission expires:

360
361 10/2/09
362

Rosemary A. Gushko
Notary Public

Amendment to DPAC Operating Agreement to put into effect certain
Duties Required by Naming Rights Agreement with BCBSNC

365 State of RHODE ISLAND

366
367 County of PROVIDENCE

ACKNOWLEDGMENT BY
PROFESSIONAL FACILITIES
MANAGEMENT INC. X

368
369 I, CERTIFY THAT James Lynn Singleton personally appeared before me this day in the
370 aforesaid county and state acknowledging to me that (1) he is President of
371 PROFESSIONAL FACILITIES MANAGEMENT, INC.; (2) PROFESSIONAL
372 FACILITIES MANAGEMENT, INC. is a duly organized and existing Rhode Island
373 corporation; (3) he voluntarily signed the foregoing document for the purpose stated
374 therein and in the capacity indicated.

375
376 This the 17 day of January, 2008.

377
378 My commission expires: Rosemary A. Janko
379 Notary Public

380 10/2/09
381

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383
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