

**ADDENDUM TO
NATIONAL CINEMEDIA, LLC
REGIONAL INSERTION ORDER
AGREEMENT TERMS AND CONDITIONS**

THIS ADDENDUM to National CineMedia, LLC, Regional Insertion Order Agreement Terms and Conditions is made and entered into this 12 day of September, 2011 by and between the County of Santa Fe, hereinafter referred to as the "County" and National CineMedia, LLC, hereinafter referred to as "NCM."

WHEREAS, the County agrees to engage NCM to provide a 30-second theater advertisement and movie theater marquee advertisement in the DreamCatcher Theater, located in Espanola, New Mexico;

WHEREAS, NCM's in-theater advertising is governed by the Regional Insertion Order Agreement and Terms and Conditions;

WHEREAS, certain Terms and Conditions of the NCM Regional Insertion Order Agreement do not apply to this in-theater advertising or are unacceptable to the County because they are contrary to state law;

WHEREAS, the County and NCM desire to enter into the NCM Regional Insertion Order Agreement with modified and additional items as provided in this Addendum;

NOW THEREFORE, it is mutually agreed between the parties that the following provisions shall be incorporated into the Regional Insertion Order Agreement as if fully set forth therein:

Paragraph 3. Internet and Online Advertising. NOT APPLICABLE. This In-Theater Advertising is not considered "Internet and Online Advertising."

Paragraph 10. Indemnification. This provision is deleted in its entirety. "Advertiser" is Santa Fe County, a political subdivision of the State of New Mexico and the County cannot agree to indemnify.

Paragraph 11. Termination and Remedies. Add a second subparagraph as follows:

Advertiser may terminate this Agreement for any reason including non-appropriation of funds, upon 10 days notice to NCM.

Paragraph 13. Insurance. This provision is deleted in its entirety.

Paragraph 14. Additional Terms.

In the fifth sentence, the words "State of Colorado excluding its conflict of law principles" are deleted and replaced with "State of New Mexico." In the sixth sentence, the words "state and federal courts sitting in Denver, Colorado" are deleted and replaced with "state court in the State

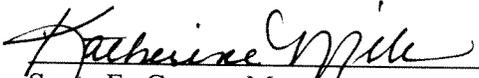
of New Mexico.” In the seventh sentence the words “all of its costs relating thereto, including, without limitation, attorneys’ fees, court costs and any other costs of collection” are deleted and replaced with “all costs allowed by New Mexico state law.”

Add new **Paragraph 15. TERM** and **Paragraph 16. New Mexico Tort Claims Act** as follows:

15. Term. The Term of the Regional Insertion Order Agreement is from the date of execution by the parties until December 8, 2011, unless terminated earlier pursuant to Paragraph 11 (Termination and Remedies).

16. New Mexico Tort Claims Act. No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

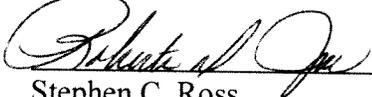
SANTA FE COUNTY



Katherine Wille
Santa Fe County Manager

9.12.11
Date

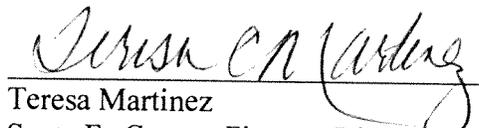
APPROVED AS TO LEGAL FORM:



Stephen C. Ross
Santa Fe County Attorney

August 26, 2011
Date

FINANCE DEPARTMENT APPROVAL:



Teresa Martinez
Santa Fe County Finance Director

9/6/11
Date

National CineMedia, LLC

Signature

Date

Print Name and Title

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SANTA FE COUNTY

Patricia Nish
Santa Fe County Manager

9.12.11
Date

APPROVED AS TO LEGAL FORM:

Stephen C. Ross
Stephen C. Ross
Santa Fe County Attorney

August 26, 2011
Date

FINANCE DEPARTMENT APPROVAL:

Teresa Martinez
Santa Fe County Finance Director

Date

National CineMedia, LLC *

[Signature]
Signature

8/31/11
Date

Kim Wermuth, SVP
Print Name and Title

*Pending creative approval
and client signature of NCM I.O.

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 * Centennial, Colorado 80112 * 800.828.2828

6/6/2011

The advertiser listed below ("Advertiser") desires to place the order set forth below ("Order") with National CineMedia, LLC ("NCM") for the regional exhibition of the advertising set forth below ("Advertising") under the terms set forth in this Regional Advertising Insertion Order and Agreement ("Agreement"), including this Order and the Regional Advertising Insertion Order Agreement Terms and Conditions attached hereto (the "Terms and Conditions"). NCM and Advertiser agree as follows:

Advertiser Information

Santa Fe County Fire Department
 35 Camino Justica
 Santa Fe, NM 87508
 Phone: (505) 992-3087
 Fax:
 Mike Jaffa
 mjaffa@co.santa_fe.nm.us

Billing Information

Santa Fe County Fire Department
 35 Camino Justica
 Santa Fe, NM 87508
 Phone: (505) 992-3087
 Fax:
 Mike Jaffa
 mjaffa@co.santa_fe.nm.us

Account Director: Shane Francis

Phone: (505) 715-9014
 Fax: (505) 836-9511
 Shane.Francis@ncm.com
 Order #: 207238.2
 Proposal Type : New Contract
 Original Proposal #: N/A

Start Date	End Date	Type of Advertising	Duration/ Qty	Weight	Job #	TheatreCode	Theatre Name	State	# of Screens	# Wks	Net Rate	Net Media
6/10/2011	12/8/2011	On Screen Regional Segment I 0:30	0:30	B	142183	STL105	Dreamcatcher Cinema	NM	10	26	\$21.00	\$5,460.00
6/10/2011	12/8/2011	LEN Regional 0.30*	0:30	B	142183	STL105	Dreamcatcher Cinema	NM	10	26	\$21.00	\$546.00

Payment Method:

Check Pay in Full
 Credit Card Monthly
 Purchase Order NET 30

Comments & Special Instructions:

Total Media	\$6,006
Media Services	\$0
Creative Services	\$0
Other Services	\$0
Fulfillment/Staffing Fees	\$0
Total Due	\$6,006

Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.

*** Lobby Entertainment Network**

BY SIGNING BELOW, ADVERTISER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING THE TERMS AND CONDITIONS) AS OF THE DATE OF SIGNATURE BY NCM BELOW AND HEREBY AUTHORIZES AND DIRECTS NCM TO PROCEED UNDER THE TERMS OF THIS AGREEMENT WITH THE ADVERTISING AND OTHER SERVICES SET FORTH ON THIS ORDER AND, UNLESS OTHERWISE AGREED BY THE PARTIES, ANY OTHER ORDER PLACED BY ADVERTISER FOR REGIONAL ADVERTISING INSERTIONS ACCEPTED BY NCM.

Advertiser Name/Title: Michelle M. McFarlane Date: 9.12.11 National CineMedia, LLC:

Date:

Santa Fe County's execution of this Agreement is expressly conditioned on the parties' execution of the addendum attached hereto as attachment A.

NCM Proposal for Santa Fe County Fire Department Proprietary & Confidential Page 3 | 207238.2

Approved as to form

Santa Fe County Attorney

By: [Signature]

Date: August 26, 2011

